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2001-2011
MASTER CONTRACT

between the
KEOKUK COMMUNITY SCHOOL DISTRICT

and the
KEOKUK EDUCATION ASSOCIATION

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ARTICLE I: RECOGNITION

A. Bargaining Unit

The Board hereby recognizes the Keokuk Education Association, an affiliate of the Iowa State Education Association, the National Education Association, and the Geode Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in PERB certification instrument (Case No. 221) issued by PERB on the 30th day of September, 1975 and as amended (Case No. 1176) on the 31st day of May, 1978 and as amended further (Case No. 3986) on the 6th day of June, 1989. Such representation shall cover all personnel employed or those assigned to newly created professional positions unless such positions are excluded from coverage by the most current provision of the Iowa Public Employment Relations Act.

INCLUDED: All classroom teachers, guidance counselors, librarians, special education teachers, department heads, elementary subject teachers (art, music, physical education), elementary lead teachers, home school liaison, Chapter I teachers and school nurses.

EXCLUDED: All other employees including but not limited to: superintendent, executive director of administrative services, curriculum coordinators, business manager, principals, secondary assistant principals, teacher aides. All non-professional employees, and those excluded by section four (4) of the Iowa Public Employment Relations Act.

B. Definitions

1. The term "Board" as used in this Agreement, shall mean the Board of Education of the Keokuk Community School District or its duly authorized representatives.
2. The term "employee" as used in this Agreement, shall mean all professional employees under written contract with the Board of Education represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association" as used in this Agreement, shall mean the Keokuk Education Association or its duly authorized representatives or agents.

ARTICLE II: PROCEDURE FOR NEGOTIATIONS

A. Mutual Commitment to Good Faith Negotiations

Good faith negotiations requires a free and open exchange of views by the parties involved in the negotiations, therefore, both parties agree to meet at reasonable times and places to negotiate in a good faith effort to reach agreement in accordance with Chapter 20 of the Iowa Code. Such obligation to negotiate in good faith does not compel either party to agree to a proposal or make a concession. Articles tentatively agreed to shall be initialed by each party and dated and shall be set aside subject to ratification of the Agreement.

B. Requests for Meetings

The Board and the Association shall meet for the purpose of negotiating and seeking agreement. Requests from the Association for negotiation meetings shall be made in writing to the President of the Board or its designated representative. Requests from the Board shall be made in writing to the President of the Association or its designated representative. Within five (5) days of the date of the request, a mutually convenient time and place for meeting shall be established. The meeting shall take place between ten (10) and twenty (20) days following the date of the request. Additional meetings shall be agreed upon by the negotiations representatives as may be necessary to complete an agreement.

C. Negotiation Teams

Neither party in negotiations shall have control over the selection of the bargaining representatives of the other party, however, a negotiating team shall not exceed five (5) members. The parties mutually pledge that their representatives will be endowed with all the necessary power and authority to make proposals, counter proposals, and to reach tentative agreement on items being negotiated.

D. Access to Information

The Board agrees to allow the Association access to such information without fee or charge as is required by the Association for developing negotiations proposals on behalf of the employees. Such information shall be provided as prescribed in Chapter 22 of the Code of Iowa.

E. Closed Meeting

Negotiating sessions including strategy meetings of public employees or employee organizations, mediation, and the deliberative process of arbitration shall be exempt from the provisions of Chapter twenty-one (21) of the Code of Iowa. However, the employee organization shall present its initial bargaining position to the employer organization at the first bargaining session. The public employer shall present its initial bargaining position to the employee organization at the second bargaining session. Both sessions shall be open to the public and subject to the provisions of Chapter 21 of the Code of Iowa.

ARTICLE III: SCOPE OF NEGOTIATIONS

The Keokuk Board of Education and the Keokuk Education Association shall negotiate in good faith those items listed as negotiable in the current Iowa Public Employment Relations Act and any other items mutually agreed upon.

ARTICLE IV: IMPASSE PROCEDURES

Impasse procedures shall be those prescribed by the Iowa Public Employment Relations Act and the Rules and Regulations of the Public Employment Relations Board.

ARTICLE V: EMPLOYEE RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as provided under Iowa School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere by this Agreement.

B. Just Cause Provisions

Any employee disciplined, reprimanded, reduced in rank or compensation, or who suffers the loss of any professional advantage, or is given an adverse evaluation of professional services without just cause may submit the same to the grievance procedure herein set forth.

C. Evaluation of Students

The employee shall maintain the exclusive right and responsibility to determine grades and other evaluations of students within the grading policies of the Keokuk Community School District based upon professional judgment of available criteria pertinent to any given subject area or activity to which the employee is responsible. No grade or evaluation shall be changed without the employee having had an opportunity to defend and justify the grade.

D. Association Identification

No employee shall be prevented from wearing pins or the identification of membership in the Association or its affiliates.

E. Use of Facilities

The Association and its members shall have the right to make use of school buildings and facilities at all reasonable hours outside of the work day if available, and the principal of the building shall be notified in advance of the time and place of all meetings.

F. Communications

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one of which shall be provided in each school building in areas designated for employee use, such as employee's lounges and workrooms, but not in the areas open to the public or students. The Association may use the district mail service and employee mail-boxes for letter size communications to employees.

G. Access to Members

Duly authorized representatives of the Association and their respective affiliates shall be permitted access to members on school property at all reasonable times, provided that this shall not interfere with pupil instruction and such representatives shall follow school visitors procedures.

H. Access to Information

The Board agrees to provide the Association, without fee or charge, such information as is requested by the Association for developing negotiations proposals on behalf of the employees. Such information shall be as described in Chapter 22 of the Code of Iowa.

I. Exclusive Rights

The rights granted therein to the Association shall not be granted or extended to any other organization.

J. Released Time

Whenever any representative of the Association or any employee is requested to participate during normal school hours in negotiations and grievance procedures, the employee shall suffer no loss in pay or other benefits.

K. Board Agenda

The Board agrees to provide the Association President with an agenda of its meetings at least twenty-four (24) hours in advance of meeting times. The Board also agrees to honor Association requests for time to present a position or opinion on any prospective Board actions concerning policies that will affect members of the bargaining unit.

ARTICLE VI: GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A Grievance is a claim by an employee, a group of employees or the Association that there has been a violation, misinterpretation or misapplication of any of the provisions of this Agreement, and the terms or conditions of any individual contractual agreement between the Board and the employee.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the complaint.

B. Purpose and Scope

Any aggrieved person covered by this Agreement shall have the right to present grievances in accordance with these procedures. The failure of the aggrieved person to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the aggrieved to proceed to the next step. The time limits, however, may be extended by mutual agreement. Investigation or processing of a grievance shall be conducted so as not to result in interference or interruption of the instructional program, or the teaching staff. Any meetings or hearings shall occur at times of mutual convenience.

C. Procedure

1. Representation.

Any aggrieved person may be represented at all stages of the grievance procedure by the employee, or at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest and shall be notified of all Step III meetings at least ten (10) school days prior to all Step III Meetings. The Association shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement and the terms or conditions of any individual contractual agreement between the Board and the employee.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of thirty (30) days thereafter.

3. First Step

An attempt shall be made to resolve any grievance in informal discussion between complainant and his or her principal.

4. Second Step

If the grievance cannot be resolved informally, the aggrieved party shall file the grievance in writing within twenty-one (21) school days of the event giving rise to the grievance, and at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific cause or causes of the grievance, and shall state specifically the remedy requested. The principal shall make a decision on the grievance and communicate it in writing to the aggrieved party, the Association and the district's representative within ten (10) school days after receipt of the grievance.

5. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved party shall file, within five (5) school days of the principal's written decision at the second step, a copy of the grievance with the Superintendent's Office. Within ten (10) school days after such written grievance is filed, the aggrieved, the District's representative and the Association shall meet to resolve the grievance. The District's representative shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the aggrieved party, the Association and the principal.

6. Fourth Step

- a. If the Association is not satisfied with the disposition of the grievance, the Association shall submit in writing to the District's representative notice of a demand for arbitration within ten (10) school days following the disposition of the grievance at Step III.
- b. Within ten (10) school days after receipt of the written demand for arbitration, the District's representative and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a written request for a list of arbitrators shall be made to the American Arbitration Association by either party. The list shall consist of three (3) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the District's representative and the Association and shall be final and binding on the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

7. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

8. Group Grievance and/or Above Building Level Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, or a grievance involves an administrative decision above the building level, the Association may submit such grievance in writing to the Superintendent's Office, and the processing of such grievance shall be commenced at Step III. Such a Group Grievance shall contain a specific statement of redress sought. The Association may process such a grievance through all levels of the grievance procedure.

9. District Representative

Not later than July 1 of each calendar year, the superintendent shall provide the Association with the name and address of the District's representative. Such District's representative shall have the necessary power and authority to resolve grievances.

10. **Separate Grievance File**

All documents communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

11. **Meetings & Hearings**

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties interest, and designated or selected representatives, heretofore, referred to in this Article. No grievance shall be discussed publicly without the consent of the "aggrieved person" as defined in Section A-2 of this Article, but this section shall in no way hinder the administration's right to report the results of a grievance to the Board of Education.

12. **Cooperation of Board and Administration**

The Board and the Administration will cooperate with the Association in its investigation of any grievance and further will furnish the Association such requested information as required by law. Wherever a question of arbitrability arises at the arbitration level, the arbitrator shall hear both the question of arbitrability and the merits.

ARTICLE VII: COMPLIANCE

A. Compliance between Individual Contracts and Comprehensive Agreement

Any individuals contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling. Each individual returning employee contract when tendered to the employee shall be signed by the president of the Board and shall incorporate by written reference that said contract complies with the terms and provisions of this Agreement.

ARTICLE VIII: EMPLOYMENT AND ASSIGNMENT

A. Assignment of Employees

1. **Notification of Presently Employed Staff**

Each employee shall be given written notice of salary schedule placement, class, building and subject assignments for the forthcoming year not later than May 1. A list of said schedule placement and assignments shall be simultaneously sent to the Association.

2. **Notification of New Staff**

All newly appointed personnel shall receive notice of their assignments as soon as practical and, except in cases of emergency, not later than August 1.

B. Assignment Criteria

In order to assure that pupils are served by employees working within their areas of competence, employees shall only be assigned areas for which they hold endorsements and/or authorizations issued by the Iowa Department of Education and/or a license as issued by the Iowa Board of Educational Examiners and/or Iowa Board of Nursing.

ARTICLE IX: EMPLOYEE WORK YEAR

A. Work Year

1. **Regular Contract**

The in-school work year for employees (new personnel may be required to attend an additional three (3) days of in-service with pay as provided in the supplemental pay schedule) shall not exceed one hundred eighty-seven (187) days.

2. **Extended Contract**

The in-school work year of employees contracted on a twelve-(12) month basis shall not exceed two hundred thirty-five (235) days. Contracts with extended days beyond the one hundred eighty-seven (187) days shall be as arranged by the administrator with equal consideration given to both the needs of the school district and the employee.

3. **Class I Coaching Contracts**

The number of work days for Class I jobs, as listed in Schedule IV: Supplemental Pay, shall be a maximum number of work days. Such maximum number shall define the length of such Class I Contracts. However, the actual season for any given year shall begin on the first legal practice day and shall end either following the last regular season competition or upon elimination from State Tournament competition, whichever applies. Such days shall include five (5) days for collection and storage of uniforms and equipment.

4. **Definition of In-School Work Year**

The in-school work year shall include days when pupils are in attendance, in-service days, and any other days on which employee attendance is required within the one hundred eighty-seven (187) day regular contract.

5. **Non-Attendance**

Employee attendance shall not be required whenever student attendance in a given building or system wide is not required due to inclement weather or the loss of essential utilities. In the event of a late start due to inclement weather or loss of essential utilities, employee attendance shall be required 1/2 hour prior to the announced student start time.

6. **Holidays**

If the extended contract of any employee is in excess of fifteen calendar (15) days and such employee is scheduled to work during the week of Independence Day Holiday, it shall include one (1) paid holiday. This day is to be Independence Day Holiday. No employee shall be required to perform duties on the above holiday whether it is a paid or an unpaid holiday. The holidays in the school calendars below are unpaid holidays for regular school year contracted employees. No employee shall be required to perform duties on any of the holidays and vacations in the school calendars below. Class I and Class II jobs as listed in Schedule IV: Supplemental Pay that may require summer and other vacation commitments are excluded from this limitation.

7. Work Days

- a. Work days for employees shall be limited to Monday, Tuesday, Wednesday, Thursday, and Friday.
- b. Work days for Class I jobs, as listed in Schedule IV: Supplemental Pay, may include Saturday work. State Tournament competition may require Sunday work.
- c. Work days for Class II jobs, as listed in Schedule IV: Supplemental Pay, may include Saturday work.

8. Inclement Weather Make Up Days

Inclement weather make up days shall be scheduled in the following manner:

- a. If make up days are needed, they shall be scheduled on the day or days immediately following the last scheduled work day in the school calendars set forth below.
- b. The make up of such days shall not exceed the limits of this Agreement. Each semester shall end with an inservice day.

1. Schedule of Vacations, Holidays, and Inservice Days for 2005-2006

KEOKUK COMMUNITY SCHOOL DISTRICT 2005-2006 SCHOOL CALENDAR

					Student Days	Contact Days	
August	M	T	W	Th	F		Aug. 8-9 Aug. 10-11 Aug. 15-16 Aug. 17 Aug. 18-19
	1	2	3	4	5	3	Student Registration New Staff Inservice Inservice Days Beginning 1st Qtr./1st Semester/1st Trimester (1/2 student day/1/2 Inservice) 1/2 Day Inservice-Student Dismissal 11:15 A.M.
	8	9	10	11	12	8	
	15	16	17	18	19	11	
	22	23	24	25	26	13	
	29	30	31			17	
September				1	2	13	
	5	6	7	8	9	17	Sept. 5 Labor Day Holiday
	12	13	14	15	16	22	
	19	20	21	22	23	27	
	26	27	28	29	30	32	
October	3	4	5	6	7	37	
	10	11	12	13	14	42	Oct. 21 End of 1st Qtr.
	17	18	19	20	21	47	Oct. 24 Inservice Day
	24	25	26	27	28	51	Oct. 25 Beginning of 2nd Qtr.
	31					52	
November		1	2	3	4	55	Nov. 3 Parent Teacher Conference - P.M.
	7	8	9	10	11	60	Nov. 4 Parent Teacher Conference - A.M.
	14	15	16	17	18	65	Nov. 11 End of 1st Trimester
	21	22	23	24	25	67	Nov. 14 Beginning of Second Trimester
	28	29	30			70	Nov. 23 & 25 Thanksgiving Vacation Thanksgiving Holiday
December				1	2	72	
	5	6	7	8	9	77	
	12	13	14	15	16	82	Dec. 21-23 Winter Vacation
	19	20	21	22	23	84	Dec. 25 Christmas Day Holiday
	26	27	28	29	30	87	Dec. 26-30 Winter Vacation
January	3	4	5	6	7	88	Jan. 2 Winter Vacation
	9	10	11	12	13	93	Jan. 3 Classes Resume
	16	17	18	19	20	96	Jan. 13 End of 2nd Qtr./End of 1st Semester
	23	24	25	26	27	101	Jan. 16 Inservice Day
	30	31				103	Jan. 18 Begin 3rd Qtr./Begin 2nd Semester
February			1	2	3	106	
	6	7	8	9	10	111	Feb. 8 1/2 Day Inservice-Student Dismissal 11:15 A.M.
	13	14	15	16	17	116	Feb. 20 President's Day Holiday
	20	21	22	23	24	120	Feb. 24 End of 2nd Trimester
	27	28				122	Feb. 27 Beginning of 3rd Trimester
March			1	2	3	125	Mar. 8 1/2 Day Inservice-Student Dismissal 11:15 A.M.
	6	7	8	9	10	130	Mar. 17 End of 3rd Qtr.
	13	14	15	16	17	135	Mar. 20 State Mandated In-Service Day
	20	21	22	23	24	139	Mar. 21 Beginning of 4th Qtr.
	27	28	29	30	31	143	Mar. 30 Parent Teacher Conference P.M.
							Mar. 31 Parent Teacher Conference A.M.
April	3	4	5	6	7	148	
	10	11	12	13	14	152	Apr. 5 1/2 Day Inservice-Student Dismissal 11:15 A.M.
	17	18	19	20	21	156	Apr. 14 Spring Vacation
	24	25	26	27	28	161	Apr. 17 Spring Vacation
May	1	2	3	4	5	166	
	8	9	10	11	12	171	May 24 End of 4th Qtr./End of 2nd Semester/3rd Trimester
	15	16	17	18	19	176	May 25 Inservice Day
	22	23	24	25	26	180	May 29 Memorial Day Holiday
	29	30	31				
June			1	2			
						189	
	1st Qtr-	47 Days	1st Sem-	93			Bold Inservice Days
	2nd Qtr-	46 Days	2nd Sem-	87			(Bold) Semester Beginning/End
	3rd Qtr-	42 Days	1st Trim.-	60			(Bold) Qtr. Beginning/End
	4th Qtr-	45 Days	2nd Trim.-	60			(Bold) Trimester Beginning/End
			3rd Trim.-	60			(Bold) Vacation Days
							(Bold) Holidays

The in-service day scheduled at the end of the first and second quarter shall be utilized as staff work day. Two (2) hours of each of those days may be scheduled for meetings by the Administration.

Should the state only mandate one (1) additional in-service day, then the 1/17/05 day would become a regular school day, the school year would end on 5/24/06 and the last in-service day would be 5/25/06.

ARTICLE X: EMPLOYEE HOURS AND LOAD

A. Workday

1. The workday of all employees shall begin and end as listed below except on Fridays when the workday shall end fifteen (15) minutes after the end of the student's day.
 - a. The normal workday shall consist of eight (8) hours and shall start no sooner than 7:30 a.m. and end no later than 3:45 p.m.
 - b. When a differential in starting and dismissal time is necessitated, staff shall be grouped as elementary (K-5) and secondary (6-12) for the purpose of establishing such times staying within the eight (8) hour limitation.
 - c. Flexible Scheduling Waiver

The Keokuk Education Association or the District may request a specific contract in order to experiment with Flexible scheduling. The process for initiating such a contract shall be as described below:

 1. Each request for flexible scheduling contract shall include the written rationale for such a contract.
 2. The provisions and the conditions of the contract and any provisions and conditions that this flexible scheduling contract will replace must be stated in writing prior to approval.
 3. Each flexible scheduling contract must be approved by the Association and the District prior to implementation.
 4. Flexible scheduling contracts may be reviewed each year. To continue a flexible scheduling contract both the Association and District must agree to its continuance.
 5. Flexible scheduling contracts are not considered as precedent in any context.
2. If employees are required to attend any evening meetings as limited by Section F-3 of this Article, the workday shall end at the close of the pupils' day.
3. The workday for all employees shall end two (2) hours prior to the normal pupil dismissal time on the day before all holidays unless a law or regulation would establish otherwise. In such case, such early dismissal of students shall be to the maximum extent possible under such law or regulation.
4. In-service days shall begin at 8:00 A.M. and end at 3:30 P.M., except on Fridays when the workday shall end at 2:30 P.M.
5. The last in-Service day of the year shall end at 12:30 P.M.
6. Parent Teacher Conference Day workdays shall be scheduled as follows:

Thursday:	7:30 - 11:30	Students leave at 11:30
	11:30 - 12:30	Lunch for staff
	12:30 - 1:30	Prepare for conferences
	1:30 - 6:30	Conferences
Friday	7:30 - 12:30	Conferences
7. If Phase III Parent Teacher Conference Days are scheduled, the Phase III wage for such days shall be as provided for in Article XXVIII-E-1.
8. Students shall be dismissed two hours prior to the normal pupil dismissal time on the last day of school unless a law or regulation would establish otherwise. In such case, such early dismissal of students shall be to the maximum extent possible under such law or regulation.
9. Should the state mandate additional in-service days, those days would begin at 8:00 a.m. and end at 3:30 p.m. unless the state provides for reduced schedules related to state funding for these days. Funding for those days will be based on monies made available by the state for those specific days. Should state monies for these days not be equal to per diem pay, the monies will be divided based on the percentage of per diem funded.

B. Extended Contract

Extended contracts, including contracts funded with Phase III funds shall be limited to a maximum of an eight (8) hour day as defined by this Agreement. Beginning and ending times of such extended contract days will be determined by the administration with equal consideration given to both the needs of the school district and the employee.

C. Supplemental Pay Duties

Hours of work for Class I, II, and Class III jobs, as listed in Schedule IV: Supplemental Pay, that extend beyond the workday as listed in Schedule IV: Supplemental Pay are not controlled by Section A of this Article.

D. Notification of Absence

The Board shall provide each employee with a telephone number to be utilized by the employee for notification of absence from work due to illness, or Child Illness Leave. Such notice of absence due to illness is to be reported by 7:00 A.M. on the day of absence. Any other such use of this recording device shall result in absence without pay.

E. Teaching Load

The daily load for an individual employee shall not exceed three hundred fifteen (315) minutes of teacher-pupil contract time per day, including all student-passing times as defined below. Assignment to a homeroom, supervised study period, non-compensated extra-curricular activity or supervision of student passing time during the school hours defined above shall be considered teacher-pupil contact time for the purpose of this Article. Employees not assigned regular classroom duties shall have posted hours within the limits of this Agreement.

1. Passing Time

Passing time shall be defined as any time allotted for changing from one class period to another if such supervision is to be assigned to the employee by the administrator. It shall not include that time spent by students entering the building or leaving the building nor the time spent going to and from lunch.

2. Homeroom

For the purpose of this Article, homeroom shall be defined as a block of time for the employee to use for administrative tasks with the pupils if such is assigned by the administration.

3. Number of Preparations

Middle School and Senior High School employees shall not be required to teach more than two (2) subject areas nor more than a total of three (3) teaching preparations during any one (1) day. Different ability levels in major or required subject areas and mini-courses or specialty concentrations in the elective areas shall not be considered separate teacher preparations.

4. Teaching Stations

Employees shall not be required to change subject area teaching stations more than three (3) times during the school day. Specific courses that require different units to be taught simultaneously may require more than three (3) teaching stations each day.

5. Continuous Teaching

Employees shall not be required to teach continuously for more than three and one-half (3 1/2) hours and the duty-free lunch provided below shall be considered a break in continuity.

6. Lunch Periods

Employees shall have a daily, uninterrupted, duty-free lunch period of at least thirty (30) minutes. On in service days and Parent/Teacher Conference Days such lunch periods shall be a period of sixty (60) consecutive minutes. Employees may leave the building without requesting permission during their scheduled duty-free lunch period.

7. Travel Time

Employees assigned to work in one (1) or more buildings on a given day shall be provided travel time of at least fifteen (15) consecutive minutes for each building change. Such travel time shall be in addition to lunch periods and break time.

F. Meetings

1. Faculty

Employees may be required to remain after the end of the regular workday without additional compensation for the purpose of attending faculty or other professional meetings two (2) days per month. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run no more than sixty (60) minutes. If additional time is needed, administrators shall develop mutually acceptable methods of providing comparable release time for employees outside the student instructional day. Meetings shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which employee attendance is not required at school.

2. Notice and Agenda

The notice for any faculty meeting shall be given to the employees involved at least seven (7) days prior to meetings, and the agenda for, or cancellation of, said meeting to be given to the employee involved at least twenty-four (24) hours prior to the meetings, except in emergency. Employees shall have the opportunity to suggest items for the agenda.

3. Other

Each employee may be required to attend up to three (3) afternoon or evening meetings each year as a regular duty within the terms and conditions of their annual contract. Such meetings shall be limited to Parent-Teacher Association meetings or other groups and committees concerned with school-community problems or activities.

4. In service Meetings

In service meetings shall be as scheduled in Article IX: Employee Work Year and as defined below. No school activities and/or practices shall be scheduled at such times.

a. Phase III In-service Meetings

Phase III In-service Meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall run no more than two (2) hours. Employees shall be compensated for such meetings as provided for in Schedule IV.

G. Break Time

1. All employees shall, in addition to their lunch period, have daily break time of not less than thirty (30) minutes, during which they shall not be assigned to any other duties. Employees may leave the building.
2. The practice of using an employee as a substitute is undesirable and shall be discouraged. In those cases where regular substitutes are not available, employees may be assigned such duty and paid at the rate of twenty percent (20%) of his/her daily contract salary per class or assignment covered during their break time.

H. Field Trips

Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the employee participating in them and the Administration. Written permission for field trips shall be obtained from the Superintendent or his/her designee.

I. Other Duties

All times remaining in the work day shall be reserved for assignment by the administration to other professional duties as long as such assignments do not violate the maximums defined by this Article. Professional duties are those generally associated with professional employees as defined by Chapter 20, Code of Iowa. Duties may not be assigned that do not conform to the definition of "professional" referred to above.

ARTICLE XI: IN-SERVICE TRAINING

A. In-Service Training

In-service training shall be defined as training and workshops provided employees for the purpose of the improvement of instruction for students. All such planning, evaluation, and training/workshops shall be restricted to the definition in this Article.

In-service training and workshops shall be limited to in-service days contained in Article IX of this Agreement.

Employees may be asked to serve as trainers/presenters. Participation shall be mutually agreed upon by the employee and the district.

ARTICLE XII: SENIORITY PROVISIONS

A. Definition

Seniority shall be defined as the length of continuous employment in years or in parts thereof from the last day of hire as an employee of the Keokuk Community School District. Employee shall be defined as provided in Article I: Recognition, Section B-2.

In those cases where employees have the same number of years of service, the date the initial contract of employment was signed by the employee shall govern seniority. If two (2) or more employees have the same seniority date, the relative order of seniority among them for purposes of this Agreement shall be determined by chance as conducted by the Administration.

Part-time employees shall have their seniority determined by a sum of the partial annual contracts under which they have been employed since their last date of hire.

An involuntary loss of employment due to staff reduction if recalled within the time limits as provided for in Article XIII: Reduction or Realignment of Staff shall not be considered a break in continuous employment. Approved leaves provided for under this Agreement shall not be considered a break in continuous employment.

Any employee that voluntarily resigns shall forfeit all rights to seniority. Upon re-employment an employee shall begin accruing seniority from the date the contract of re-employment is signed by the employee.

Not later than November 1 of each school year, the Superintendent, or his/her designee shall provide the Association with a list showing the name of each employee, the last date of hire, and current assignment. In addition, a copy of such list shall be clearly posted in each school office and faculty lounge by such date. Employees shall be granted thirty (30) calendar days to verify and/or correct this information.

ARTICLE XIII: REDUCTION OR REALIGNMENT OF STAFF

A. Coverage

All employees under this Agreement. Upon initial employment and upon layoff, each employee shall be given a copy of this Article.

B. Notification

Notification shall be as prescribed by the State Code of Iowa. The determination to reduce staff rests solely with the Board of Education as prescribed by Iowa Law.

C. Seniority

Seniority shall be as defined in Article XII: Seniority Provisions.

D. Order of Layoffs

1. Specially Funded Programs

Employees in specially funded programs who no longer have an assignment because of a decrease in Chapter I, ESEA Funds or similarly funded programs, shall be laid off or retrenched before any regularly funded employee is laid off. Each Specially Funded Program shall become a separate classification as defined in D-2 below in cases of regular staff reduction.

2. Regularly Funded Programs

a. Layoffs shall then occur within the following classifications as the need for staff reduction is determined by the Board of Education and shall be based solely upon the employee's present subject matter or grade level assignment. The classification defined herein and staff reduction within these classifications must always result in all positions being filled by employees with proper endorsements and approvals as issued by the Department of Education and qualified as defined by the North Central Association of Colleges and Schools. Regularly funded employees with temporary or emergency certificates will be laid off first by classification. Regularly funded employees with the least seniority will be laid off second by classification.

1) Nurses K-12

2) Grades K-5

3) Elementary Special Teachers by category of Art, Music, Physical Education, Library Media Specialist, Guidance, Gifted and Talented and Special Education by state approved program.

4) Grades 6-12

- b. Staff reduction within the classifications specified in Section D-2a(1), (2), and (3) shall occur in the following manner:
 - 1) An employee presently holding a position to be reduced shall displace the least senior employee, if any, listed in his/her classification. Said employee shall first attempt to displace the least senior full time employee in such classification. If no such full time position exists, or remains, then said employee shall displace the least senior employee holding a part time position in such classification.
 - 2) An employee who is to be displaced pursuant to this Section shall have the same displacement rights vis-a-vis less senior employees as an employee who is to be laid off pursuant to Subsection 1 above.
- c. In addition, the Grades 6-12 classification shall be further divided by subject categories. Such categories shall be Talented and Gifted, Language Arts, Mathematics, Social Studies, Science, Modern Language, Industrial Arts, Home Economics, Driver Education, Physical Education, Art, Music, Business Education, Guidance, Library Media Specialist, and Special Education by state approved program. Any employee that is assigned to teach in more than one category shall have their name placed in each category within which they are assigned to teach. Staff reduction within the subject categories of the 6-12 classification, as defined in this Article, shall occur in the following manner:
 - 1) The superintendent or his/her designee shall meet with the employee presently holding a position to be reduced. At such meeting the employee will verify his/her current endorsement and approval areas for certification by the Iowa Department of Education and shall be prepared to present current transcripts which will be used to demonstrate the employee's qualifications as defined by the North Central Association of Colleges and Schools. The employee may have a representative of the Association present if he/she so chooses.
 - 2) Said employee shall displace the least senior employee listed in his/her current 6-12 subject category whose position he/she is not only certified to perform but also qualified to perform as defined by the North Central Association of Colleges and Schools. Subject to the conditions listed in this Section, said employee shall first attempt to displace the least senior full time employee in such subject category. If no such full time position exists, or remains, then said employee shall displace the least senior employee holding a part time position in such subject category.
 - 3) If the employee could not demonstrate that he/she was certified and qualified as defined by the North Central Association of Colleges and Schools for any position in his/her category or categories held by an employee less senior, he/she shall be laid off.
 - 4) An employee who is to be displaced pursuant to this Section shall have the same displacement rights vis-a-vis less senior employees as an employee who is to be laid off pursuant to Subsection 2 above.

E. Part Time Employees

At the time of staff reduction, any part time employee may have his/her continuing contract terminated even if that employee is the most senior. Such termination shall be solely for the purpose of increasing that employee's part time contract to a level that fully meets the needs of the school district in that specific classification or category.

F. Recall Rights

- 1. Employees laid off under this Article shall retain recall rights for a period of twenty-four (24) months from the layoff date, which shall be considered to be June 15 of the year within which the employee's contract is terminated.
- 2. Upon recall to less than a full time position, any full time employee laid off shall have the right to refuse that assignment. Non-acceptance of that assignment shall not waive the laid off employee's recall rights or placement on the seniority list.
- 3. At which time a laid off employee refuses an employment contract, except as provided in Section F-2 above, within his/her layoff category or classification or any other category or classification as defined in Section G-3 below, his/her name shall be removed from the seniority list and his/her recall status abolished.
- 4. The Board shall annually provide the Association with a current list of those who have retained such recall rights.

G. Order of Recall

- 1. Laid off employees shall be recalled by his/her classification or category with the most senior being recalled first.
- 2. Notice of recall will be given by registered mail to the last address given to the Board by the employee. A copy of the notice of recall will be given to the Association. If an employee fails to respond within fifteen (15) days after receipt of the above notice of recall, the employee will be deemed to have refused the position offered.
- 3. Laid off employees shall be recalled by seniority for available positions other than within their specific category or classification if they meet the following conditions:
 - a. Hold state certification in the new classification or category and are qualified as defined by the North Central Association of Colleges and Schools.
 - b. All laid off employees of the new classification or category have been recalled.
 - c. Have demonstrated satisfactory performance in teaching the subject matter defined by the new classification or category.
- 4. All benefits to which an employee was entitled at the time of his/her layoff, including unused accumulated sick leave, will be restored to the employee upon his/her return to active employment and the employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

H. Appeal

- 1. Employees that have two (2) or more years of experience in the Keokuk Community School District shall have the right of adjudication as provided by the Code of Iowa as the reduction procedures defined herein are applied.
- 2. A laid off employee remains eligible to file a grievance under the Grievance Procedure for an alleged violation of this Article only.

ARTICLE XIV: TRANSFERS

A. Voluntary Transfers

1. Definition

The voluntary movement of an employee to an assignment different than the assignment defined in Article VIII, shall be considered a voluntary transfer.

2. Notification of Vacancies

a. Vacancy

A vacant position or vacancy exists when a current position becomes available because of death, retirement, resignation, transfer, or termination of an employee, or when the District creates a new position. A vacant position or vacancy shall only be posted after the following and in this order:

1. Staff reduction and resulting reassignment (if necessary) as defined in Article XIII,
2. Involuntary Staff Reduction Transfer as defined in this Article, and
3. Recall of employees according to the provisions of Article XIII, Section F,

b. Number of Transfers

1. After notification of assignment in accordance with Article VIII, Section A, Subsection (1), employees shall be granted no more than two (2) voluntary transfers for the upcoming school year.
2. After July 1st of each year, final disposition for all voluntary reassignments shall remain with the Board.

c. Date

Upon knowledge of any vacancies, either immediate or for the upcoming year, the vacant position or positions shall be posted in all school buildings. A notice shall be clearly posted in each school office and faculty lounge as far in advance as practical, ordinarily at least fifteen (15) school days before the final date when applications must be submitted and in no event less than ten (10) school days before such date. The qualifications for the position and its duties shall be clearly set forth in the notice. If a vacancy has not been filled externally within sixty (60) days for positions contained in Schedule IV, the District shall re-post such vacancy in all school buildings. A copy of all such postings shall be simultaneously sent to the Association.

d. Filing Requests

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the superintendent or his/her designee. Such statement shall include the grade and/or subject to which the employee desires to be transferred, in order of preference.

e. Filing Summer Requests

1. Any employee who desires consideration for vacancies posted during the summer break may file a written request on the appropriate form with the Superintendent or his/her designee. The form shall include the desired building, grade level, or subject matter the employee is requesting.
2. The employee shall provide a self-addressed envelope with employee's summer address.
3. The employee must notify the Superintendent or his/her designee of any interest in the posted positions within seven (7) working days of the mailing of the notification.

3. Criteria

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional requirements of the school district. Qualifications shall be limited to state required certification, NCA regulations, state and/or federal laws, rules and/or regulations, educational attainment, hours of concentrated coursework, and major or minor field of study. No such transfer shall be made during the school year. If all other qualifications are equal, seniority shall be the determining factor. Notice of such transfer shall be sent to the employee and to the Association.

4. Extra-Curricular Activities and/or Extra Duty (Except Head Coaches)

Preference in filling vacancies for extra-curricular activities and/or extra duty activities (except head coaches) shall be given to continuing employees regularly employed in the District if qualified. Qualifications shall be limited to state required certification, NCA regulations, state and/or federal laws, rules and/or regulations, educational attainment, hours of concentrated coursework, and major or minor field of study. If all other qualifications are equal, seniority shall be the determining factor. Notice of such transfer shall be sent to the employee and to the Association. The procedure for filling such vacancies shall be as described in Section A-2.

5. Coaches

Consideration in filling vacancies for coaching shall be given to continuing employees regularly employed in the District. This shall include an interview and reference check of the employee. If practical, interviews of employees will take place before interviews of external candidates. Interviews shall be conducted by the administration. Notices of vacancies (including job description with minimum qualifications) shall be posted. The District will provide the Association copies of the job descriptions with minimum qualifications (for information and comment) as they are developed.

6. Exceptions to Criteria

Those employees hired under the Special Education category or have received the Reading Recovery Training shall be required to serve three (3) years in this position before transferring. This provision shall become active with those individuals hired during the 1997 hiring period (May, 1997 - September, 1997) and be in effect for all hiring thereafter.

B. Involuntary Transfer

1. Definition

The movement of an employee by the District to an assignment different than the assignment defined in Article VIII shall be considered an involuntary transfer.

2. Notice

Notice of an involuntary transfer or reassignment shall be given in writing to employees fifteen (15) school days prior to the transfer and the employee shall be afforded the opportunity to resign. The employee may waive this fifteen (15) day period during the month of August only. Such notice shall include written reasons for the involuntary transfer. A copy of such notice shall be simultaneously sent to the Association. The employee may request a meeting to discuss the necessity of involuntary transfer and may have a representative of the Association present if he/she so chooses.

3. Priority in Reassignment

A list of open positions in the school district shall be made available to all employees being involuntarily transferred or reassigned. Such employees may request the positions, in order of preference, to which they desire to be transferred. All such employees shall be given adequate time off for the purpose of visiting schools at which open positions exist. Employees being involuntarily transferred or reassigned from their present position shall have preference over those seeking voluntary transfer or reassignment regardless of seniority in regard to choice among those positions which are vacant. An employee being involuntarily transferred or reassigned shall be placed only in an equivalent position and at the same place on the salary schedule.

4. Criteria

If involuntary transfer is necessary, it shall be based upon state required certification, NCA regulations, state and/or federal laws, rules and/or regulations, major or minor field of study, educational attainment, hours of concentrated course work, and current job performance. If all of the above factors are equal, the employees with the least seniority shall be selected for transfer first.

C. Involuntary Staff Reduction Transfer

1. Definition

When a bargaining unit position has been eliminated, but there was no layoff of employees as provided for in Article XIII, the realignment of an employee to an assignment different than the assignment in Article VIII shall be considered an involuntary staff reduction transfer.

2. Notice

Notice of an involuntary staff reduction transfer shall be given in writing to the employee at least fifteen (15) school days prior to the start of the next work year, except that the employee has the right to waive the fifteen (15) day period. Such notice shall not be served on an employee within one (1) hour previous to the time the employee has contact with students. At the same time such notice shall be sent to the Association.

3. Order of Involuntary Staff Reduction Transfer

The following order shall be used to assign staff members who must be involuntarily realigned.

- a. Employees shall be realigned by reducing the least senior employee from the subject area classifications, as defined in Article XIII, in the building and placing such employee in an unfilled position, if any, in his/her subject area classification in another building in any grade level for which the employee is certified and/or qualified as defined by the North Central Association of Colleges and Schools.
- b. In the classification K-5 elementary grade level teachers, the employee holding the position to be reduced shall be given the choice of replacing: the least senior employee within his/her grade level, replace the least senior employee within his/her building, or select any vacant position for which he/she is certified. If the least senior employee in the building is displaced, that employee shall be given the same choices as the individual who displaced them. This process shall continue until all employees are placed.

If more than one position is realigned, first and subsequent choices of the available vacant positions shall be determined by seniority of the realigned employees.

- c. If no such vacant position exists in his/her classification, the displaced employee shall be assigned to any remaining vacant position for which he/she is certified and/or qualified as defined by the North Central Association of Colleges and Schools.

ARTICLE XV: SICK LEAVE

A. Definition of Sick Leave

Sick leave shall be defined as a leave of absence for medically related disability with full pay.

B. Accumulative Benefits

1. Regular Year Employees

All employees under continuing contract shall be entitled to fifteen (15) sick leave days each school year as of the first official day of said school year (9-10 month contract) whether or not they report for duty on that day. Employees new to the District shall be entitled to fifteen (15) sick leave days upon initially reporting to work. If, due to extenuating circumstances, the employee is unable to report to duty at the start of the contract year, the fifteen (15) sick leave days shall be retroactive to the beginning of the contract year. Unused sick leave days shall be accumulated from year to year to a maximum of 190 days.

Employees on part-time or partial year contract shall earn sick leave days at a fractional rate equivalent to their part-time or partial year contract.

2. Extended Contracts

If an employee is on an extended contract fifteen (15) or more days, he/she shall be entitled to two (2) additional sick leave days. Such leave does not accumulate. Upon the exhaustion of the two (2) additional sick leave days, employees will be entitled to use sick leave days from their accumulative sick leave benefits acquired during the regular work year.

C. Notification of Accumulation

Employees shall be given a copy of a written accounting of accumulated sick leave days no later than October 15th of each school year.

D. Extended Leave

An employee, who is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and such leave may be renewed each year upon written request by the employee. An employee shall maintain the same position on the salary schedule and retain sick leave accumulation and other earned benefits during extended leave. Active re-employment is to be in the available position for which the employee is best qualified upon return to duty.

E. Immediate Family Illness

Employees shall be granted leave of absence at full pay for critical illness in the immediate family, defined as spouse, children, parents, grandparents and siblings of employees and/or employee's spouse. This leave is unlimited so long as the necessity for it falls within the confines of this Article and is deducted from accumulated sick leave. Critical illness must be established by a physician's specific statement that the illness is of such a nature that the life of the patient is in immediate jeopardy. Provided, however, that surgery involving the use of general anesthetic shall be considered critical illness for one day and a patient under intensive care shall be considered critical for the duration of the intensive care period.

Immediate family illness leave shall be granted under those conditions listed below:

1. Post-operative period of time - one (1) day unless patient's condition is critical.
2. Initial hospitalization - normally one (1) day.
3. Emergency outpatient treatment when absence is one-half (1/2) day to one (1) day in length.
4. Referral to a medical specialist; including time to travel, time for actual clinical tests and examination.
5. Injury or illness of an immediate family member when occurring at a location remote from Keokuk. Time allowed will be influenced by a physician's statement.
6. The administration may require a physician's statement prior to ruling on leaves of one (1) day's duration.
7. Illnesses or medical conditions not specifically included in the above categories are eligible for consideration for approval under the guidelines of this Article subject to normal approval procedures.

F. Child Illness Leave

Additional five (5) days for the illness or injury of children and/or stepchildren age eighteen (18) or under which shall be deducted from sick leave.

G. Verification

The school district has the right to seek verification of all use of sick leave. In addition, the District may require a statement from the employee's physician for absences of ten (10) or more consecutive days or absences for multiple usage for the same illness. If the employee sees a physician, a statement of such shall be provided the District, but if the District requires a second opinion, or if the employee has not seen a physician, the District shall pay any and all costs charged by the physician. The employee shall have the right to select the physician.

ARTICLE XVI: TEMPORARY LEAVES OF ABSENCE

A. Leave Procedures

Leave Procedures contained within this Article shall also apply to Article XV: Sick Leave, and Article XVII: Extended Leaves of Absence.

1. Employees with foreseeable leaves of absence shall complete a Leave Request Form provided by the district prior to such leaves of absence, while employees with unforeseeable leaves of absence, except for daily sick leave usage, shall complete such form upon their return to work. The process by which such leaves are requested will be determined by the school district. Such processes shall not conflict with this Agreement.
2. Leaves outside of the student day may be taken in increments of one-eighth (1/8) of a day.
3. Employees shall notify the Superintendent or his/her secretaries of leave cancellations. Except in emergencies, such notifications shall occur at least twenty-four (24) hours prior to the scheduled leave of absence.
4. If the district denies the leave of an employee, the district shall state the reason for such denial on the copy of the leave form returned to the employee.

B. Paid Leave

Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay for each school year.

1. Personal Days

a. Annual Benefit

At the beginning of every school year, each employee shall be credited with two (2) days to be used for the employee's personal business. A personal day may be used for any purpose at the discretion of the employee. An employee planning to use a personal leave day(s) shall notify his/her principal at least one (1) day in advance, except in cases of emergency. When five (5)

such leaves on a given day have been recorded, the administration may deny all further requests for personal leave if substitutes are not available. Such leaves shall be granted on a first come, first served basis.

b. Unused Days

Employees not utilizing their personal leave days shall receive at the end of each year the then current substitute daily rate for each unused day to a maximum of three (3) days. Such payment shall be made no later than July 1st of each year subject to normal salary deductions. Employees may upon their written request elect to be paid as outlined above. Unless a written request is received, personal days shall be carried over with the maximum accumulation of five(5) days. Such written request shall be submitted to the Central Administration Office prior to the last in-service day of any given school year.

2. Jury and Legal

Any employee called for jury duty during school hours or who is required an appearance in any judicial or administrative proceeding, or who shall be asked to testify in any mediation, fact finding, or arbitration matter shall be provided such time. Any fees or remuneration the employee receives during such leave above actual expenses shall be turned over to the Keokuk Community School District.

3. Association

A total of up to thirty (30) days shall be available to the Association for representatives of the Association to attend conferences and conventions or other activities of the local, state and national affiliated organizations with the Association paying for the substitute.

4. Professional

At the beginning of every school year, each employee shall be credited with a minimum of four (4) days to be used for the employee's professional leave. Professional leave days shall be used for educational purposes at the discretion of the employee and approved by the principal. The Board agrees to provide the necessary and reasonable funds for employees who desire to attend professional conferences. Travel, meals, lodging and registration fees shall be deemed appropriate expenses as well as cost of the substitute if required. An employee attending such conferences shall be granted sufficient leave time to attend without loss of compensation. Mileage shall be reimbursed at the current maximum rate per mile paid by the State of Iowa and a maximum of thirty dollars (\$30) per full day meal allowance shall be provided.

5. Consultant

In those cases where Keokuk school employees wish to serve as consultants elsewhere, the following items apply when school duty time is involved:

- a. Permission must be obtained in advance from the superintendent and limited to five (5) days per year.
- b. The individual shall keep any fees or income received for his/her services.

6. Funeral

Employees shall be granted funeral leave at full pay for funerals as follows:

In the immediate family (defined as spouse, children, parents, grandchildren, grandparents, and siblings of employee and/or employee's spouse), leave so taken is authorized under the Good Cause Provision of this Article. For any funeral other than immediate family, a maximum of three (3) days may be taken when there is good reason to attend. Additional time may be granted by the superintendent due to extenuating circumstances. Deduction is taken from the Good Cause Provision of this Article.

7. Parental Leave

Employees shall be granted up to three (3) days leave at the time of the birth of a child or the adoption of a child into the immediate family. Such days shall be limited to the day of labor and/or delivery and the day the mother and/or child are released from the hospital and/or for other good causes.

8. Good Cause

Other temporary leaves of absences with pay shall be granted in writing by the Superintendent or his/her designee for good reason. While the Superintendent or his/her designee agrees to be equitable in the granting of Good Cause Leaves, the granting of such leave is not precedential.

C. Unpaid Leave

1. Parental

The employee upon request shall be granted unpaid leave for up to the remainder of the contract year for parental leave. An employee shall maintain the same position on the salary schedule and retain any sick leave accumulation and other earned benefits. The insurance coverages for an employee on such leave shall continue as provided in Article XXIX. Active re-employment shall be in the same or similar position.

2. Other

Other temporary leaves of absence without pay shall be granted in writing by the Superintendent or his/her designee for good reason but must receive prior approval.

D. In Addition to Sick Leave

Leaves taken pursuant to Section A and B above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE XVII: EXTENDED LEAVES OF ABSENCE

A. Military

Leave of absence shall be granted for any period of active state or federal military service. Such military leave shall be without loss of status or efficiency rating and without loss of pay during the first thirty (30) days of such leave as provided in Chapter 29A of the Code of Iowa. On completion of such military service, the employee shall be entitled to resume employment without loss of salary or benefits that would have been received had such leave not been taken. An employee whose military service exceeds a continuous period of six (6) months shall make application for reinstatement to the Superintendent or his/her designated representative and return to employment within ninety (90) days after termination of such military service.

B. Public Office

A leave of absence without pay not to exceed ten (10) years shall be granted to any employee, upon application, for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, an employee shall be placed in an available position, at the same step on the salary schedule and shall maintain the same fringe benefits and retain earned sick leave accumulation. The insurance coverages for an employee on such leave shall continue as provided in Article XXIX.

C. Family Illness

A leave of absence without pay for up to the length of the individual employee's contract shall be granted for the purpose of caring for a sick or injured member of the employee's immediate family. Additional leave may be granted at the discretion of the Board. Upon return from such leave, an employee shall be placed in the same or similar position, at the same step on the salary schedule and shall receive the same fringe benefits as would have accrued during such period of leave. The employee shall retain sick leave accumulation. The insurance coverages for an employee on such leave shall continue as provided in Article XXIX.

C. Educational Improvement

A leave of absence without pay of up to two (2) years shall be granted to an employee for the purpose of engaging in study at an accredited college or university reasonably related to professional responsibilities. Upon return from such leave, the employee shall be placed in an available position and at the same step on the salary schedule determined by actual service and improved educational attainment. The employee shall maintain the same benefits as the employee would have been awarded had the employee taught in the District during such leave and retain earned sick leave accumulation. The insurance coverages for an employee on such leave shall continue as provided in Article XXIX.

D. Outside Teaching

A leave of absence without pay shall be granted for up to two (2) years for an employee who joins VISTA, Peace Corps, or the National Teacher Corps, or who serves as a teacher in any domestic or overseas program or institution. Upon return from such leave, an employee shall be placed in an available position and at the step on the salary schedule determined by actual service and maintain the same benefits as he/she would have been awarded had the employee taught in the District during such leave and retain earned sick leave accumulation.

E. Absence Without Pay

Absence without pay may be authorized by the Superintendent for purposes which he/she considers necessary. For such absences, deductions from the employee's salary shall be made in accordance with school district regulations. The employee shall apply for such leave in advance whenever possible. In those cases where it is possible to do so, making up the time in equal duty may be allowed to prevent loss of pay. This cannot be done, however, by making up teaching duty with non-teaching duty. The insurance coverages for an employee on such leave shall continue as provided in Article XXIX.

F. Other Extended Leaves of Absence

Where not otherwise covered in this Article, requests for extended leaves of absences are considered individually on their own merits. An extended leave of absence is an authorized absence for a period of time by an employee without pay but holding the same place on the salary schedule and retaining sick leave accumulation and other earned benefits. Active re-employment is to be in the available position for which the employee is best qualified upon return to duty. The insurance coverages for an employee on such leave shall continue as provided in Article XXIX.

ARTICLE XVIII: SABBATICAL LEAVES

A. Purpose

A sabbatical leave shall be granted to an employee by the Board for study, including study in another area of specialization, for travel, or for reasons of value to the school system.

B. Conditions

1. Requests

Requests for sabbatical leave shall be received by the Superintendent in writing and action by the Board of Education must be taken on all such requests no later than March 1st of the school year preceding the school year for which the leave is requested.

2. Minimum Time to Qualify

The employee has completed at least seven (7) full school years of service in the Keokuk Community School District.

3. Remuneration

During the period of sabbatical leave, an employee may engage in remunerative employment and may accept grants or fellowships. The employee shall retain sick leave and other earned benefits while on leave including insurance coverages for an employee on such leave shall continue as provided in Article XXIX. The employee in turn, shall agree to work in the Keokuk Community School District for one (1) year following sabbatical leave. Upon return from sabbatical leave, an employee shall be placed on the salary schedule in accordance with the attained educational improvement and maintain the same benefits as he/she would have accrued had he/she taught in the system during such period.

ARTICLE XIX: EMPLOYEE EVALUATION FOR THE IMPROVEMENT OF JOB PERFORMANCE

A. Notification - Assigned Employees

Within two (2) weeks after the beginning of each school term, the building principal or appropriate supervisor shall acquaint each employee under his/her supervision with the evaluation procedures, the evaluation criteria contained in Schedules IB-IG, evaluation instruments and advise each employee as to the designated supervisor or supervisors who will observe and evaluate his/her performance. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No evaluation shall take place until such orientation has been completed.

An employee new to the District or an employee reassigned after the beginning of the school term shall be notified by the appropriate supervisor of the evaluation procedures in effect. Such notification shall be within two (2) weeks of the first day in the new assignment.

B. Notification - Unassigned Employees

A designated building principal or appropriate supervisor of an employee not assigned to a building shall be responsible for notification and evaluation of all such employees. In situations of shared employees, evaluations shall be conducted by both building principals.

C. Evaluation Criteria and Descriptors

1. Evaluation criteria and descriptors shall be limited to those contained in Schedules IB-IG.
2. Individual evaluation criterion may not always be observable in a given observation.
3. Descriptors listed under each criterion contained in Schedules IB-IG shall serve only to define such criterion. Therefore, it shall not be necessary to observe all such descriptors for each criterion during a given observation.

D. Observation and Purpose

All observations conducted under this Article of an employee shall be conducted with full knowledge of the employee, and solely for the purpose of evaluation toward the improvement of professional performance as a means of assuring the most competent educational techniques.

E. Required Evaluations - New Employees

An employee new to the district shall be formally evaluated at least two (2) times during the first year of employment, one (1) each semester. There shall be at least a fifteen (15) workday period between each evaluation unless otherwise requested by the employee. During their first two (2) years of employment in this district, all employees are considered to be "probationary" as defined by Chapter 279, Code of Iowa.

F. Required Evaluations - Continuing Employees

A continuing employee shall be formally evaluated at least once every three (3) years.

G. Formal Evaluation Procedures

The building principal or appropriate supervisor shall evaluate each employee formally in writing. All such evaluations shall be reduced to writing upon the Employee Evaluation Instrument for the Improvement of Job Performance Schedule IA. All observations upon which evaluations shall be based must be pre-announced and not unduly interfere with the normal teaching-learning process. Any observation, not pre-announced, shall not be used for evaluation. All observations and the resultant evaluations conducted under this Article shall be directed toward the improvement of job performance.

1. Pre-Observation Conference

A pre-observation conference must be held between the appropriate supervisor and the employee at least two (2) school days prior to any observation so that the evaluator may be apprised of the objectives, methods, and materials planned for the performance situation to be evaluated.

2. Length

Each formal written evaluation shall be preceded by one (1) classroom period or work station observation of at least thirty (30) consecutive minutes.

3. Formal Evaluation

The formal evaluation will be the actual reduction to writing of what was planned and discussed in the pre-observation conference as well as what was observed during the scheduled observation.

4. Conference and Copy

A copy of each formal written evaluation shall be given to the employee and a conference shall be held between the employee and the building principal or intermediate supervisor within two (2) school days following the observation. There shall be two (2) copies of the evaluation signed by both parties, one of which shall be distributed to the employee, and the second such copy shall be immediately forwarded to the Superintendent's Office. In the case of employees involved in the remediation process described herein, a third copy of the evaluation will be retained by the principal until the remediation process has been completed. Then all copies of any evaluation(s) and/or remediation materials shall be forwarded to the Superintendent's Office. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

5. Responses

If the employee feels the formal written evaluation is incomplete, inaccurate, or unjust, the employee may put the objections in writing and have them attached to the evaluation report to be placed in the file located in the Superintendent's Office. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

G. Remediation for the Improvement of Job Performance

The building principal or appropriate supervisor shall provide the employee with definite, positive assistance to improve the quality of their job performance and to eliminate difficulties noted in any evaluation. Such assistance shall be in writing, and an initialed copy retained by the employee, and a copy forwarded to the Superintendent's Office immediately. Following remediation, re-evaluation shall be accorded the employee in compliance with the procedures of this Article. Subsequent evaluation reports which fail to note the same specific deficiency shall be interpreted to mean adequate improvement has taken place.

H. Appeal

Any employee who disagrees with the evaluation report may appeal the accuracy and fairness of the report and accompanying recommendations to the procedures in Article VI: Grievance Procedure commencing at Step II.

I. Limitations

This Article, Employee Evaluation for the Improvement of Job Performance, is limited to an ongoing evaluation system which shall seek to continue to enhance the instructional program. It is in no way related to the separate distinct process defined in Article XXI: Employee Evaluation for Termination.

ARTICLE XX: DISCIPLINE

A. Letter of Clarification Process

1. In the event, the building principal or appropriate supervisor observes job performance which could subsequently lead to discipline, the building principal or appropriate supervisor may issue a Letter of Clarification to the employee and the Association and a copy shall be placed in the personnel file of the employee. Prior to the Letter of Clarification, a conference shall be held with the employee. Employees shall be entitled to have an Association representative present at all such conferences which result from the letter of clarification.
2. The Letter of Clarification shall be limited to the following:
 - a. A statement that such letter is a clarification of job performance expectations and is not a written reprimand or disciplinary action.
 - b. The specific job performance observed that resulted in the Letter of Clarification.
 - c. The applicable performance evaluation criterion and descriptors as contained in the appropriate schedules (IB-IG) shall be listed.
 - d. The expectations of the employee in correcting the problem identified.
 - e. A statement that advises the employee of his/her right to grieve through the regular grievance procedure such Letter of Clarification.
3. Within nine (9) months from the issuance of the Letter of Clarification one of the following actions shall occur:
 - a. If adequate improvement in job performance has taken place and/or the specific job performance stated in Section 2 (b) and (c) above are not raised during any subsequent evaluation, as provided for in Articles XIX and XX, then such letter shall be removed from the personnel file of the employee.
 - b. If adequate improvement in job performance has not taken place, then any and all future evaluations shall be as provided for in Article XIX, Article XX, Sections B, C, D and Article XXI.
4. This section shall not abridge in any way Article XIX and Article XXI.

B. Reason for Disciplinary Action

Disciplinary action shall only be imposed upon an employee for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

C. Disciplinary Procedure

1. A disciplinary action or measure shall be limited to any of the following in order:
 - a. Oral reprimand

- b. Written reprimand
 - c. Suspension (notice shall be given in writing)
 - d. Termination (probationary only)
2. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public, or students, and such reprimand shall not be served on an employee any time within one (1) hour previous to the time the employee will be in contact with students. Any written reprimand or suspension notice shall be served in writing to the employee and the Association. In addition a conference shall be held with such employee and employer prior to or at the same time of such written reprimand or suspension notice. Employees shall be entitled to have an Association representative present at all stages of such disciplinary procedure.

D. Termination

Disciplinary action for non-probationary employees may only result in terminations as defined in Article XXI.

ARTICLE XXI: EMPLOYEE EVALUATION FOR TERMINATION

A. Purpose

The purpose of this Article is to establish a procedure to determine if certain designated non-probationary employees shall be recommended for termination as defined by the State Code of Iowa. This procedure is separate and distinct from Article XIX: Evaluation for the Improvement of Job Performance, and such procedures as defined by this Article are not required when a reduction in force is necessary as defined in Article XIII: Reduction or Realignment of Staff.

B. Definitions

1. Classroom Evaluations - A classroom or work station evaluation shall be based upon a designated classroom or work station observation conducted by a single observer and shall be reduced to writing. Such written evaluation on the part of the observer shall be that observer's opinion of the employee's ability and achievements as compared to the appropriate evaluation criteria as contained in Schedules IB-IG.
2. Other Evaluations - Other evaluations shall be based upon the employee's capabilities and achievements as he/she fulfills his/her other duties, assignments, curricular and extra curricular activities, etc. These other evaluations shall be of equal importance with the classroom or work station evaluations only when the duties, assignments, curricular and extra curricular activities, etc., are directly related to the employee's teaching assignment and/or initial employment by the District. Such evaluations shall be reduced to writing and presented to the employee.
3. Recommendation - The term "recommendation" as utilized in this Article shall mean the final result of the procedure defined by this Article and is solely reserved for the Superintendent or his/her designee. The recommendation shall be final and binding, except when the Superintendent or his/her designee recommends termination to the Board of Education and it shall then be processed as defined by the State Code of Iowa.
4. Evaluation Criteria and Descriptors
 - a. Evaluation criteria and descriptors shall be limited to those contained in Schedules IB-IG.
 - b. Individual evaluation criterion may not always be observable in a given observation.
 - c. Descriptors listed under each criterion contained in Schedules IB-IG shall serve only to define such criterion. Therefore, it shall not be necessary to observe all such descriptors for each criterion during a given observation.

C. Notification

No employee shall be evaluated for termination unless notified not later than the last day of the 1st semester of the contract year within which this process shall be conducted. All notification shall be in writing with a signed acknowledgment of receipt retained in their personnel file.

D. Exceptions

Exceptional circumstances or disciplinary action as defined in Article XX: Discipline may cause waiver of the provisions of this Article with resultant immediate dismissal for just cause as provided by Section 279.27 of the Iowa Code.

E. Required Classroom, Work Station, or Other Evaluations

1. Number - A maximum of six (6) classroom, work station, or other evaluations shall be made.
2. Pre-announcement - A minimum of half of the classroom, work station, or other evaluations shall be pre-announced. The employee shall be notified at least twenty-four (24) hours in advance of a pre-announced classroom, work station, or other evaluation.
3. Time period for Evaluations - All classroom, work station, or other evaluations shall be conducted between September 1 and March 1 inclusive.

F. Classroom, Work Station, or Other Evaluators

Evaluations shall be conducted by no more than three (3) different parties. All parties shall use the same evaluation criteria contained in Schedules IB-IG. A minimum of one evaluator may be selected by the employee being evaluated if he or she so chooses. The employee selected evaluator shall make a number of observations proportional to his/her relation to the total number of evaluators. The cost, if any, of the employee selected evaluator shall be borne by the employee. The Board shall bear all other costs of evaluation.

G. Formal Evaluation Procedure

1. Pre-Procedure Conference - A pre-procedure conference must be held between the Superintendent or his/her designee and the employee at least two (2) days prior to the first classroom, work station, or other evaluation so that the employee can be apprised of the criteria by which evaluation shall occur. Such criteria and descriptors, however, shall be limited to those contained in Schedules IB-IG. In addition, the Superintendent or his/her designee and the employee shall complete Schedule VI: Remediation Improvement Plan prior to any evaluations under this Article. In addition, the selection of evaluators, this evaluation procedure, and timelines will be discussed.
2. Conference and Copy - A written copy of each classroom or work station evaluation and other evaluations shall be given to the employee and a conference shall be held including the employee and the evaluator. Signed copies of the classroom or work station evaluation and the other evaluations shall be retained by the employee, and the second copy shall become a part of the personnel file. The employee's signature denotes only awareness of the content of the written evaluation.
3. Length - Each written classroom, work station, or other evaluation shall be preceded by an observation period of at least thirty(30) minutes or a class period, whichever is longer.
4. Responses - If the employee feels his/her written classroom or work station evaluation is incomplete, inaccurate, or unjust, the employee may put his/her objections in writing and have them attached to all copies of this particular evaluation. The file copy of such objections shall be signed by both parties to indicate awareness of the content. Any employee who disagrees with the evaluation report may appeal the accuracy and fairness of the report and accompanying recommendations to the procedures in Article VI: Grievance Procedures commencing at Step II.

H. Recommendation

One of four (4) possible outcomes will result following the final classroom evaluation:

1. Evaluation for the Improvement of Job Performance - The employee will be notified his/her contract will remain in effect and his/his future evaluations will be for the improvement of job performance only.
2. Transfer and Evaluation - The employee will be notified he/she will be involuntarily transferred to a position deemed more suitable. The employee shall remain under the provisions of this Article following the transfer.
3. Retention and Re-evaluation - The employee shall remain under the provisions of this Article.
4. Dismissal - The Superintendent shall recommend to the Board that the employee's contract be terminated.

I. Date of Recommendation

The recommendation shall be in writing not later than fifteen (15) days following the final evaluation and in no case later than March 15. A copy of the recommendation shall be forwarded to the employee and the Association. A dismissal recommendation, if invoked, shall be processed in accord with the provisions of the State Code of Iowa.

J. Appeal

Employees that have two (2) or more years of experience in the Keokuk Community School District shall have the right of adjudication as provided by the State Code of Iowa.

J. Representation

An employee may be represented by a representative of his/her own choosing in all conferences and meetings conducted under this Article. The cost, if any of such representation, shall be borne by the employee.

ARTICLE XXII: PERSONNEL FILE REVIEW

A. Personnel File Review

1. Each employee shall have the right at any time to review the contents of his/her personnel file and may request a representative of the Association to accompany them. The employee shall indicate in writing (or signed form) to be placed in said file that the employee has examined the same. Examination of the employee's central office file shall take place in the Superintendent's Office. The employee's central office file shall be the only personnel file maintained on any employee.
2. The Board or its Administrative Representative, including building principals, shall not establish any separate personnel file which is not available for the employee's inspection.
3. Only those personnel who have an official right and reason for doing so may inspect an employee's file. Parties examining the files shall record name, date and purpose for examination. This log shall be retained in the file examined.
4. Items within the personnel folder shall be removed only by the Superintendent or his/her designee and all adverse evaluations and/or complaints shall be removed from the file after they are older than five (5) years of age.
5. Anonymous material placed in an employee's file prior to the execution of this Agreement shall at such employee's request be removed therefrom, and in any event, shall be given no weight or consideration for any purpose whatever.

D. Personnel File Contents

1. The employee shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become part of said file.
2. A copy of any complaint directed toward an employee which is placed in said personnel file is to be promptly called to the employee's attention and signed by the source.
3. Employee evaluations as defined in Article XIX and Article XXI including the employee's response to the evaluation shall be included in the personnel file except if such an evaluation is not upheld in the grievance process.

4. No other material derogatory to an employee's conduct, service, character or personality shall be placed in the file unless it is signed by the source. The burden of proof and documentation shall be the responsibility of the writer of such materials and if such materials are proven to be untrue or unsubstantiated, they shall be removed.
5. The foregoing provisions are not applicable to confidential credentials from college or university placement offices.
6. Except as defined herein the contents of the personnel folder shall be determined by the Administration.

E. Personnel File Reproduction

The employee shall have the right to reproduce any of the contents of said file excluding Section B-5 above.

ARTICLE XXIII: PERSONAL AND ACADEMIC FREEDOM

A. Personal

The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly prevent the employee from performing properly his/her assigned functions during the workday.

B. Citizenship

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing said activities do not violate any local, state or federal law.

C. Academic

The Board and the Association agree that academic freedom is an essential factor to the fulfillment of the purposes of the Keokuk Community School District and it shall be the fundamental right of the employee to be free from censorship or restraint which might interfere with their obligation to pursue truth in the performance of their functions as defined below.

1. Academic freedom shall mean employees are free to present instructional materials which are pertinent to subject and level taught.
2. Employees shall present all facts of controversial issues in a scholarly and objective manner within limits of appropriate pedagogical discretion, propriety, and within their professional competence.

ARTICLE XXIV: EMPLOYEE INPUT

The Board shall allocate sufficient funds from those available to provide for the purchase and/or replacement of textbooks, library books, instructional materials, supplies and equipment of sufficient quality and quantity to enable employees to properly fulfill their responsibilities.

The Board and Association recognizes that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the employee. Employees believing that such students are assigned to their classroom may request their transfer and shall present such arguments for such request to the building principal. The building principal shall see that proper measures are taken for correct placement of said students.

ARTICLE XXV: SUPERVISION OF STUDENT TEACHERS

A. Mutual Cooperation

There is a continuing need for the recruitment of able teacher candidates and for the improvement of their preparation. Teachers enlisted to teach in any situation must be provided an education based on the best academic preparation supplemented with numerous planned experiences which can provide a working understanding of the students and classroom with which teachers must function effectively. Through the cooperation of the Keokuk Community School District and the Association, the student teacher is provided with the setting to apply the professional knowledge and skills, theories, and philosophies which have been developed through college courses and related experiences. The Board and the Association agree to cooperate in preparing teachers and providing student teachers with direct field experiences in the Keokuk Community School District that are relevant to the teaching act.

B. Procedures

The following procedures shall govern the supervision of student teachers:

1. Cooperating Employee Requirements
No employee shall qualify for a student teacher unless said employee has had at least three (3) years of teaching experience, with at least one (1) year in the present position.
2. Voluntary Participation
Supervision by an employee of a student teacher shall be voluntary. Each eligible employee shall be polled prior to any school year for willingness to participate in the student teaching program, but this shall not be construed as acceptance of any particular student teaching assignment.
3. Consent
Each prospective cooperating employee may accept or reject any student teacher. The employee shall receive the request to take a student teacher at least four (4) weeks prior to the student's introduction to the classroom.

4. Released Time
Each cooperating employee shall be provided with released time with pay for attendance at regularly scheduled orientation and evaluation sessions sponsored by a student teacher's college or university. Such time shall be limited to one (1) day per student teacher.
5. Assignments
A cooperating employee shall not involuntarily be given additional assignments outside of his/her regular responsibilities during the period he/she is supervising a student teacher.
6. Information for Cooperating Employee
The Superintendent or his/her designee, shall arrange for each cooperating employee to be provided in writing with the following in accordance with college procedures:
 - a. Information about the student teacher, such as background, college, records, interests, and talents, of which the cooperating employee and school administrators should be aware.
 - b. Information about the college program and the college's expectations and requirements for student teachers.
 - c. Specific information about the date the student will begin the assignment, when the student will complete the assignment, and holidays or special events which affect the student teacher's attendance.
 - d. A copy of the "Student Teaching Agreement" between the school and the student teacher's institution.
7. Remuneration
The college or university placing student teachers shall provide payment to the cooperating employee, or his/her designee, in one of the following forms:
 - a. Direct cash payment, and/or
 - b. Allowance of tuition free credit hours as determined by the awarding school.
8. Board Cooperation
The Board agrees to provide student teachers with a duplicate copy of all related instructional manuals and materials, building policies, and a copy of this Agreement.
9. Association Cooperation
The Association agrees to provide student teachers with opportunities to attend appropriate meetings and be included in selected activities of the Association.
10. Orientation
Prior to the commencement of the student teaching experience, the Superintendent shall request the prospective student teacher visit the Keokuk Community School District for appropriate orientation by the Superintendent or his/her designee and the cooperating employee.
11. Student Teacher Evaluation
At least two (2) times during the student teaching experience, the cooperating employee shall file a formal, written evaluation with the college or university supervisor with copies to the immediate principal and the student teacher. Such evaluations shall be thoroughly reviewed with the student teacher prior to filing.
12. Use of Student Teacher
No student teacher shall be used as a substitute teacher nor shall any student teacher be placed in sole charge of a classroom until the college or university supervisor and the cooperating employee have mutually agreed in writing that such experience is desirable.

ARTICLE XXVI: HEALTH AND SAFETY PROVISIONS

A. Physical Fitness - New Employees

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of the employee's choice within thirty (30) days of the initial employment attesting that the employee is or is not physically fit to perform his/her assigned duties and that the employee is free of tuberculosis. The Board shall pay the costs, up to a limit of fifty dollars (\$50.00), for such examination. Such payment shall be made by the Board via a purchase order to the employee's physician. The Board may require a subsequent examination when, in its judgement, such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the employee and the Board shall pay the cost of such examination. Each new employee shall be advised in writing of the physical fitness requirements at the time of employment. Failure to notify the employee as specified above shall not deprive the employee of any wages or benefits under this Agreement prior to fulfilling the physical fitness requirement.

B. Physical Fitness - Continuing Employee

1. Physical Exams
All continuing employees shall present evidence of freedom from tuberculosis and a physical examination every third year after initial employment. Such evidence shall be limited to a statement from a licensed physician of the employee's choice attesting that the employee is or is not physically fit to perform his/her assigned duties and that the employee is free of tuberculosis. The Board shall pay the costs, up to a limit of fifty dollars (\$50.00), of such examination. Such payment shall be made by the Board via a purchase order to the employee's physician. Any further physical examination required by the Board shall be paid by the Board with employees selecting their physician.
2. Use of Facilities
Employees may use District facilities, as long as such use does not interfere with scheduled activities, during their breaks and before and after the pupil day for physical activities that contribute to the improvement of the quality of the employee's physical fitness.

C. Protective Devices

1. Such special clothing, equipment and devices as may be needed by the employee to perform assigned duties in a safe manner shall be provided without charge to the employee.
2. All employees shall be provided both initial and annual training in universal precautions to eliminate or minimize occupational exposure to bloodborne pathogens during their regular workday.
3. All employees shall be included in the listing in the District's "Occupational Exposure to Bloodborne Pathogens Plan" as employees that have occupational exposure.
4. Any and all protective equipment required to eliminate or minimize occupational exposure to bloodborne pathogens shall be provided without charge to the employee.
5. Certified teachers that serve as coaches but are not employed by the district as teachers may be required to attend first aid training, bloodborne pathogens training, etc. and they shall be paid ten dollars (\$10) per hour for all such training, etc.

D. Employee Facilities

A reasonable attempt shall be made to provide the following facilities for employees:

1. Instructional Areas
All rooms which are used for purposes of instruction or instructional preparation during summer shall be air conditioned.
2. Restrooms
Well lighted and clean public employee restrooms, separate for each sex and separate from student restrooms.
3. Dining Area
A clean and comfortable dining area for the exclusive use of the public employees.
4. Parking
Free and adequate off street parking facilities which are protected against vandalism and identified for employee use.
5. Lounges
An appropriately furnished room which shall be reserved for the exclusive use of public employees as a staff lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.
6. Telephone
A telephone in each faculty lounge for the use of employees.
7. Work Room and Office
An appropriate room and other facilities for employees who work in more than one school building shall be assigned to them in each school in which they work to permit the effective discharge of their responsibilities to their pupils. Such employees shall also be assigned a single classroom or office for their exclusive use outside of regular hours, with a desk or other equivalent facility and a place to store materials and supplies for their personal use. Department chairpersons shall be assigned a single classroom or office for their exclusive use during and outside of regular hours, with a desk or equivalent facility for storage of materials and supplies for their personal use.
8. Keys
In order to permit freedom of access both during and after regular school hours, all employees shall be given keys to their lounge, work areas, and interior hallway gates of their base school, and, upon request, and subject to reasonable regulation, shall be provided with a key or other means of access to an outside door in their area of the building during non-school hours.
9. Minimum Room Temperature
All rooms and/or offices of employees shall have a minimum temperature of seventy (70) degrees during all such times that employees are required to perform duties.

E. Protection of Employees

1. Unsafe and Hazardous Conditions
Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.
2. Use of Reasonable Force
An employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary; to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self defense; and for the protection of persons or property.
3. Legal Action Against an Employee
The Board shall provide the employee with liability insurance including legal liability coverage.
4. Assault of an Employee
 - a. Legal Assistance
The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his/her duties.
 - b. Legal Leave
When absence arises out of, or from, such assault or injury, the employee shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.
 - c. Medical
An employee shall be reimbursed for the personal cost of medical, surgical, or hospital services incurred as a result of any injury sustained in the course of his/her employment as scheduled by worker's compensation.

- d. Reporting Assaults
Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police. The administrator shall make every effort in assisting the employee to seek redress.
5. Bomb Threats
No employee shall be asked or required to search for a bomb.
6. Student and Employee Injury/Illness
All Employees shall be given a copy of procedures to be utilized in the case of illness or injury of students and/or employees no later than September 1st of each school year. Such procedures shall list a health care professional as a contact person.

F. Pupil Discipline

1. Definition
Pupil discipline, as used herein, shall mean the expectation and enforcement of reasonable standard of orderly student behavior to permit effectuation of the educational program.
2. Board Support and Assistance
The Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special employees, special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to assist the employee with respect to such pupils.
3. Discipline Procedures
Each employee shall be informed annually of current discipline procedures including Corporal Punishment, suspension and expulsion.
4. Classroom Control
An employee may exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive affect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the employee will furnish the principal, as promptly as his/her teaching obligation will allow, full particulars of the incident in writing. If a disagreement occurs as to the exclusion of the student from the class, the superintendent shall render the final decision concerning the student's status.

ARTICLE XXVII: SUPPLEMENTAL PAY

A. Extracurricular Activities and/or Extra Duty

1. Approved Activities
The Board and the Association agree that the extracurricular activities and/or extra duty listed in Schedule IV are official school sponsored activities.
2. Additional Activities
The Board has the authority to add any new activity to the extracurricular list and to establish the rate of pay for any new activity. The Association shall be notified of such action ten (10) school days prior to the posting of such positions as required by Article XIV: Transfers. If the Association feels that the rate of pay is inequitable, such may be submitted to the Grievance Procedure.
3. Rate of Pay
All extracurricular activities and/or extra duty activities shall be compensated according to the rate of pay or other stipulations in the Schedule IV: Supplemental Pay, which is attached hereto and made a part thereof. Employee participation in extracurricular and/or extra duty activities shall be voluntary, but once an employee volunteer, resignation from the duty or activity shall be as prescribed by the Code of Iowa.
4. Extracurricular Activities Tickets
Each employee shall be provided complimentary tickets to Keokuk Senior High and Middle School extracurricular activities. Such tickets shall be provided without cost to the employee and his/her spouse.

B. Expenses of Traveling Employees Within the District

1. Travel within the school district caused by work assignments in more than one attendance center and involving the use of a personal automobile shall be reimbursed at the then current maximum rate per mile paid by the State of Iowa. In the District, mileage approved by the building principal or immediate supervisor shall be computed from the employee's first duty station on any day to subsequent work stations.
No employee shall be assigned a traveling position as a means of reprimand. Mileage claims will be filed monthly on forms provided for this purpose.
2. Expenses Outside the District of Traveling Employees
The same allowance shall be given for use of personal cars for school business outside of the District as given within the District, but the District may assign the employee a District vehicle for use in lieu of the employee's personal automobile. If a District vehicle is assigned, the employee may opt, for personal reasons, to use a District credit card for gas and oil in their personal vehicle in lieu of either the District vehicle or the prevailing mileage with the District's consent.

ARTICLE XXVIII: WAGES AND SALARIES

A. Schedule

The salary of each employee covered by the regular salary schedule is set forth in Schedule V, which is attached hereto and made a part thereof. Said salary shall be paid as defined herein to all employees that have fulfilled their contract obligations.

B. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Any employee hired prior to the end of the first semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

2. Credit for Experience

Full credit for all teaching experience on the employee Salary Schedule shall be given for previous full time outside teaching experience or school nursing experience in a duly accredited school upon initial employment if such experience was of at least ninety (90) consecutive work days. Additional credit not to exceed two (2) years for military experience or alternative civil service required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA, or National Teachers Training Corps work and appropriate business or industrial experience required for certification shall be given upon initial employment. Total additional credit shall not exceed two (2) years.

3. Returning to the District

Any employee with previous teaching experience or school nursing experience in the Keokuk Community School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching or school nursing experience, military experience, or alternative civilian service required by the Selective Service System, Peace Corps, VISTA, or National Teachers Teaching Training Corps work. Appropriate business or industrial experience required for certification for up to two (2) years shall also be granted. Such employees who have not been engaged in other teaching or school nursing experience or other appropriate activities indicated above shall, upon returning to the system, be restored to the next position on the salary schedule above that at which they left.

3. Nurse's Placement on the Salary Schedule

A nurse who attains a BS, BA, or BSN will receive a salary equal to the Step 11 salary of the nurse's salary schedule.

C. Advancement on Salary Schedule

1. Increments

Employees on the regular salary schedule shall be granted one and only one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Keokuk Community School District for ninety (90) consecutive teaching days or more in one school year.

2. Educational Lanes

Employees on the regular salary schedule who move from one educational lane to a higher educational lane shall move to the corresponding step on the higher lane unless they are moving from the top of one lane to a lane with more vertical steps. In those cases, the employee shall move up one vertical step higher than the previous year. Any employee desiring to advance on the salary schedule must notify the office of the Superintendent in writing prior to May 1st of the previous year. For an employee to advance from one education lane to another, he/she shall file an official college transcript or grade report of additional graduate semester/quarter hours and/or continuing education units/staff development units with the Superintendent by the following September 15th. Salary adjustments shall be retroactive to the beginning of that school year.

3. Career Increment

A career increment equal to six percent (6%) of the base shall be provided the year following the qualifying period to each employee that has been at the maximum vertical step in his/her educational lane for one (1) year. Such career increment shall be in addition to the index factor on said step and such employee shall retain this increment each year thereafter.

D. Method of Payment

1. Method of Payment - Each employee shall be paid in twelve (12) equal installments, on the first (1st) of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee. Employees new to the district may request one-half (1/2) of their first check be paid on September 1st.
2. Exception - When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day and the checks issued prior to the Thanksgiving and Christmas breaks will be negotiable at the time of issuance.
3. June 1 check - If school is in session on June 1, the employee shall receive the June 1 check on that date. If the regular school year ends prior to June 1, the employee shall receive his/her said check the last working day.
4. Final Pay - Each employee shall have the option of receiving all or any part of his/her earned contracted salary by July 1 of any contract year. An employee who opts for retirement shall be provided the option of receiving his/her final pay on June 30 of any contract year. Employees opting for Personal Leave Buy Back shall receive such payment by July 1 of any contract year. This shall go into effect June, 1998.
5. Summer Checks - Summer checks, other than for summer school employees, shall be mailed to the address designated by the employee.
6. Phase III Checks - If the length of the activity corresponds with the length of the school year, equal payments will be paid with the employee's regular paychecks. Payment for short term activities will be paid in equal installments commencing the month after the activity is initiated. Employees must be present during Phase III activities to receive pay. Other leaves as described in Article XVI do not apply to Phase III days. Notification of those not attending voluntary Phase III activities needs to be received prior to the payroll cut-off date of the pay period in which the Phase III activity falls.

E. Extra Assignment and Extended Contract Rate

The salary schedule is based upon the regular school calendar and the normal teaching load as set forth in this Agreement:
Any employee whose:

1. Assignment exceeds the regular employee work year shall be reimbursed at a per diem rate based upon the regular salary schedule.
2. Assignment exceeds the normal hours and load shall be reimbursed as scheduled in the Supplementary Pay Schedule.
3. Assignment includes a supplementary summer contract shall be paid at the equivalent per diem rate based upon the regular salary schedule.

F. Loss of Pay

If an employee fails to perform any of his/her contractual obligations as defined by the employee's individual contract, and the provisions of this Agreement, the prorated amount shall be deducted from the employee's pay. The deduction of pay shall be based upon either the per diem rate, or fraction or multiples thereof, or the percentage of the extra duty that was not performed.

G. Early Retirement Incentives

1. **Eligibility**
Employees between the ages of fifty-five (55) and sixty-five (65) with ten (10) or more years of service to the Keokuk Community School District, who are actively at work shall be eligible for early retirement benefits.
2. **Retirement Incentive**
Early retiring employees shall receive 100% of the difference between their current total annual salary including extra duty less the amount indicated by the then current salary for the B.A. Column, Step 2 as an early retirement incentive.
Early retiring nurses shall receive the 100% of the difference between their current total annual salary including extra duty less the amount indicated by the then current salary schedule for the nurses column, Step 2 as an early retirement incentive. Retirement benefits for part-time nurses will be pro-rated according to percentage of full time employment.
At the employee's option, such payment shall be made either on June 30 of the year following the employees last regular work day, in twelve (12) equal payments over the following school year, or on January 1 of the following calendar year.
3. In addition to the above Article XXVIII, Section G, Subsection 2, Retirement Incentive, employees electing early retirement shall be reimbursed for unused sick leave days at the following rate:
End of 2003-2004 school year - \$37.50 / day
End of 2004-2005 school year - \$40.00 / day
End of 2005-2006 school year and beyond - \$42.50
4. **Retirement Insurance Benefits**
Early retiring employees otherwise eligible shall have the option of continuing their health and dental insurance benefits with the Board paying one hundred percent (100%) of the single premiums through the month in which they attain age 65 or until the month in which they are eligible for Medicare benefits. This shall be retroactive to include those employees retiring after the 1999-2000 school year. Employees shall have the right to purchase family coverage by paying to the District the difference between the single coverage and the family coverage. The retiring employee shall forward their portion of the medical premium one-month in advance. Failure to do so shall result in the loss of this benefit. The employee shall be permitted to make such premium payments up to three (3) months in advance.
5. **IPERS**
Employees between fifty-nine (59) and sixty-five (65) years of age shall apply for a retirement allowance under IPERS.
6. **Acceptance of Benefits**
Employees desiring to elect early retirement under these provisions shall submit a written letter of retirement including notification of their acceptance of these early retirement benefits by February 1st of the employee's final year of employment. Retirement will be effective June 30th of that school year.

ARTICLE XXIX: INSURANCES

A. Health Insurance

Each employee employed on a regular basis for thirty (30) hours or more per week shall be covered by a health program paid for by the Board that meets the specifications listed below. All employees who were employed prior to July 1, 2000 and were eligible for the district-provided benefits prior to July 1, 2000 shall retain such benefits. Effective July 1, 2003, employees shall have the option of selecting from a three tier premium/deductible/out-of-the pocket program. Effective July 1, 2004, a three tier prescription drug plan with \$10/\$25/\$40 co-payments will be added.

1. Both KEA and the District will review the insurance proposal and mutually agree upon any changes in the insurance coverage. KEA intends to maintain full coverage as presently provided. The 2004-2005 insurance contract will be used as the baseline coverage. Any amendments to current policy must be approved in writing during settlement.

KEA will receive copies of all pertinent data upon request from carrier and/or District will full disclosure on information to KEA Executive Board and negotiating team. The current carrier will be considered in future proposals.

2. **Separation Provisions**
 - a. Retirees (age fifty-five (55) and older) shall be allowed to continue in the group plan at the group rate.
 - b. Disabled employees shall be allowed to continue in the group plan at the group rate for the duration of their disability. Disabled dependent can stay on as long as the employee is actively working.
 - c. Employees on lay off shall be allowed to continue in the group plan at the group rate for eighteen (18) months following layoff.
 - d. Employees, who leave the employ of the Board for some reason other than those listed in this Section, shall have guaranteed conversion to a private policy with similar basic coverage.
3. **COBRA Benefits**
Not later than the effective date of this Agreement, the Board shall provide each employee and his/her dependents with a description of any benefits they may have under COBRA.

4. General Requirements

- a. Dependents shall be covered to age nineteen (19) or if a full-time student, there shall be no age limit.
- b. Such benefits shall have coordination of benefits with other group insurance policies.

5. Dental Insurance

Dental insurance shall be separate from the major medical benefit plan provided above and shall include the following benefits:

- a. Preventative maintenance benefits shall be covered at one hundred percent (100%) of the usual and customary charge:
 - 1) Routine checkups at six (6) month intervals including bitewing x-rays at twelve (12) month intervals.
 - 2) Teeth cleaning once every six (6) months.
 - 3) Topical fluoride applications as prescribed but no more than once every six (6) months.
 - 4) Full mouth x-rays once in any three year interval unless special need is demonstrated.
- b. Routine restorative and major restorative benefits shall be covered at eighty percent (80%) of the usual and customary charge and subject to a twenty-five dollar (\$25) deductible per employee to a maximum of seventy-five dollars (\$75) per family:
 - 1) Routine restorative benefit provides ongoing care including regular cavity fillings; oral surgery (including pre- and post-operative care); and emergency treatment for relief of pain.
 - 2) Major restorative benefits covers high-cost fillings; cast restorations; root canal fillings; and non-surgical treatment for gum diseases.
- c. One thousand dollars (\$1000) maximum benefit per employee per group insurance contract year for all procedures.
- d. Pre-treatment estimates may be required for dental procedures which are expected to exceed one hundred dollars (\$100).

6. Dependent Coverage

Each employee eligible for single coverage may also purchase dependent coverage without evidence of insurability upon initial employment and when the group may reopen as defined by the then current carrier. If the spouse of an insured employee loses eligibility for other group insurance, such spouse may be provided dependent coverage without evidence of insurability provided application for such coverage is made within thirty-one (31) days of the loss of the other group insurance.

7. Health Insurance Purchase Option

1. Each employee eligible for health insurance shall be provided the health program paid for by the Board that meets the specifications listed above. In addition, each such employee shall be provided one hundred seventy-five dollars (\$175) monthly effective July 1, 1995. The employee shall then choose to apply such amount to the purchase of a tax-sheltered annuity of the employee's choice in his/her name or toward dependent insurance coverage. If an employee requiring single coverage only chooses the health insurance Option B plan instead of the district's base health plan, the employee will then be provided one-hundred ninety five dollars (\$195) to apply to the purchase of a tax sheltered annuity of the employee's choice in his/her name.

8. Wellness Program

The Board shall provide a Wellness Program for voluntary participation of employees and their eligible dependents, (covered by the District's medical plan). Such a program is only required if the District is eligible for the wellness premium reduction as defined by the then current carrier. Such Wellness Program shall be composed of the following:

- a. Incentive for Participation
 - 1) YMCA Membership - The district will pay 75% of the cost of the membership and the participating employee shall pay 25% of the cost of the YMCA membership.
 - 2) YMCA Activity Fees - A participating employee and his/her family may participate in designated YMCA activities with the district paying 50% of the class fee and the employee paying 50% of the class fee.

B. Disability Insurance

Each employee employed on a regular basis twenty (20) hours or more per week shall be covered by a long term disability insurance program paid for by the Board that meets the following minimum specifications.

1. Disability Payments - Disability payments shall be ninety percent (90%) for two (2) years and seventy-five percent (75%) thereafter of the employee's gross monthly salary up to a maximum benefit of four thousand-nine hundred-fifty dollars (\$4,950) per month and a minimum of one hundred dollars (\$100) per month. The maximum annual covered salary shall be sixty-six thousand dollars (\$66,000).
2. Qualifying Period - The disability qualifying period shall be ninety (90) calendar days after the disability occurrence. If the employee has accumulated sick leave in excess of that required to satisfy the qualifying period, payroll payments shall cease at the end of the qualifying period. Remaining accumulated sick leave shall be maintained and may be utilized upon the employee's return to either full time active employment or a part time rehabilitation period.
3. Unlimited Nervous and Mental - Coverage for nervous and mental disabilities shall be the same as for any other illness.
4. Maternity - Disabilities resulting from normal pregnancy and childbirth shall be covered as any sickness.
5. Partial Disability - Disability payments shall be payable for a rehabilitation in the event of partial disability.
6. Cost-of-Living Adjustment - Any year in which the Consumer Price Index (C.P.I.) increase at least 3%, benefits shall be increased equal to the C.P.I. increase. Such increases shall accumulate to a maximum of twenty percent (20%).
7. Survivor's Benefit - Additional payments shall be made to eligible survivors.
8. Coordination of Benefits - Disability payments shall have coordination of benefits with social security, workers compensation, IPERS and any other income benefits. The employee is eligible to receive benefits as illustrated their long-term benefits plan.
9. Social Security Freeze - Future increases in Social Security benefits shall not be used to offset disability benefits paid.
10. IPERS Exclusion - Employees shall not be required to apply for available benefits under the Iowa Public Employees Retirement System (IPERS).
11. Exclusion - Disability due to war, or act of war, or self-inflicted injury shall be excluded from coverage.
12. If no carrier can provide the disability coverage defined herein and/or if the cost exceeds .69% of monthly compensation, the carrier that provides as nearly as possible those coverage, at the most reasonable cost shall be selected.

C. Life Insurance

Each employee employed on a regular basis for twenty (20) hours or more per week shall be covered by a term life insurance program paid for by the Board that meets the following specifications:

1. The life insurance program shall provide coverage to two (2) times the nearest one thousand dollars (\$1,000) of annual salary of the employee.
2. Death and dismemberment shall be covered.
3. The life insurance program shall have guaranteed option to convert to a conversion policy equal to or less than the amount of personal insurance which has ceased because of termination of employment.
4. The minimum life insurance coverage provided to any employee under this Agreement shall be ten thousand dollars (\$10,000).
5. Premiums shall be waived during the continuance of a disability for an employee who becomes totally disabled prior to the age sixty (60). Upon death during such disability, the face amount of the employee's insurance shall be paid to his/her designated beneficiary.

D. Workers Compensation

Each employee under this Agreement shall be covered by workers compensation paid for by the Board.

E. Liability Insurance

All employees required to transport students on a regular basis as part of their daily duties shall be provided up to fifty dollars (\$50) each year to purchase automobile liability coverage of at least two hundred-fifty thousand dollars (\$250,000) to cover such use of the personal automobile. It shall be the employee's responsibility to secure such coverage. The District shall have the right to purchase Blanket Liability Coverage in lieu of this individual coverage.

F. Coverage

All insurance programs provided by the Board shall be on an annual basis defined as August 1 – July 31. Employees new to the District and otherwise eligible shall be provided single insurance coverage no later than one (1) month after initial employment. When necessary, premium payment in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

G. Description

The Board shall provide each employee a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment, which shall include a clear description of conditions and limits of coverage as provided herein. The Board will be responsible for providing insurance information in the form of applications and enrollment meetings as prescribed and/or directed by the then current carrier for the appropriate coverage.

H. Continuation

1. In the event that an employee is absent because of illness or injury and has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the balance of that school year.
2. Employees on paid or unpaid leave shall continue to have Board contributions made according to the level described herein and as defined in Articles XVI, XVII, and XVIII except employees on leave for one (1) full school year or more shall not receive life or disability insurances.
3. Employees on the leave set forth in Article XV(D) for the first year and only the first year of such leave shall continue to receive insurances as provided for in this article for one calendar year following the effective date of the leave.

ARTICLE XXX: PAYROLL DEDUCTIONS

A. Dues Deduction

Any employee who is a member of the Keokuk Education Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of professional dues. Pursuant to such authorization, the Board shall deduct one-sixth (1/6th) of such dues from the regular check of the employee each month for six (6) months beginning in October and ending in March of each year. The Board shall notify the Association of the termination of any employee as soon as the date of termination is known and shall transmit the remaining dues that are withheld from the final check as authorized by the employee. The Board shall transmit to the treasurer of the Association the total monthly deduction for professional dues within ten (10) days following each regular pay period.

B. The Keokuk Education Association

The Keokuk Education Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgements brought or issued against the Board as a result of any action taken by the Board under the provisions of this Article.

C. Dues Deduction Form

The dues deduction form shall be as set forth in Schedule III.

D. Other Payroll Deductions

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of such employee and make appropriate remittance for annuities, credit union, savings bonds, the United Way and medical insurances.

ARTICLE XXXI: DURATION

A. Duration

This Agreement shall be effective as of July 1, 2001 and shall continue in effect until June 30, 2011. This Agreement shall automatically continue in force and effect for equivalent periods, except as may be amended, modified, or substituted under the procedures set forth in Article II: Procedure For Negotiations and as controlled by Article IV: Impasse Procedures.

B. Separability

If any item of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to the law, then such item and only such item or application shall not be deemed valid or subsisting, except to the extent permitted by law and the Board and the Association shall enter into immediate negotiations to replace said item. All other items or applications shall continue in full force and effect.

C. Management Rights Clause

All functions, rights, powers or authority of the Board which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement, the State laws of Iowa and the Public Employment Relations Act.

D. Printing Agreement

The Board will provide each employee covered under this Agreement a copy of the Master Contract following ratification by both parties.

E. Re-opening of Negotiations

1. Annual Re-opener

Negotiations shall be reopened in years five (5) and nine (9) of this Contract solely for the purpose of establishing those items listed in Subsections a, b, and c below. These negotiations shall be in compliance with the Public Employment Relations Act (Chapter 20) Code of Iowa and the impasse procedures of this Agreement.

- a. The base salary that shall be applied to the salary schedule which is included as Schedule V in this Agreement.
- b. The Schedule of Vacations, Holidays, and In- service Training which is included in Article IX, Section A, Subsection 9 of this Agreement.
- c. The Health Insurance Purchase Option which is included in Article XXIX, Section A, Subsection 11.
- d. The Keokuk Education Association and the Keokuk Community School District may open two (2) additional items for negotiations. An article is the same as an item.

2. Escalator Clause

If in the contract year additional unearmarked state funds are received as allowable growth based on the unweighted District enrollment and if negotiations for the contract year have been completed, fifty-eight percent (58%) of such funds shall be utilized to increase the base salary as indicated below:

$$\text{Base Increase} = \frac{\text{New Funds (As defined above)}}{\text{Sum of Indices of Schedule as of the Previous September}}$$

If Phase I and II, and III monies are redistributed to the District from miscellaneous income monies to allowable growth monies, such redistribution of monies shall not be subject to this escalator clause.

3. Phase III Provisions


Phase III provisions provided for in this Agreement shall continue in force and effect for the period of time that Phase III monies are received by the Board.

- a. Should the Board no longer receive such monies, or should the Department of Education disapprove any such Phase III provision, then such provision and only such provision shall not be deemed valid or subsisting. All other Phase III provisions shall continue in full force and effect.
- b. The Phase III budget and plan shall annually be developed by a broad base committee which shall include representatives of the Board of Education, the administration, and the Keokuk Education Association. The terms of the plan must be mutually agreed upon by the Board and the Association. In addition, any changes within the annual budget shall only be made by such mutual agreement.

Signature Clause

In Witness thereof the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators, and their signatures placed thereon on the 23rd day of May, 2005.

For the Association:

By: 
Louis Clark, President, Keokuk Education Association

By: 
Bob Lippe, Chief Negotiator, Keokuk Education Association

For the Board:

By: 
Julia J. Logan, President, Keokuk Board of Directors

By: 
Jane Babcock, Chief Negotiator, Keokuk Board of Directors

LETTER OF AGREEMENT

It is agreed between the Keokuk Education Association and the Keokuk Community School District that any bargaining unit employee between the ages of 55 and 59, who meets the qualifications for IPERS benefits, may retire at the end of the 1996-97 school year and receive 100% of the retirement benefit specified in Article XXVIII, G(2) of the Master Contract Agreement. For 1996-1997 only, employees who meet all other requirements for early retirement but do not meet the ten (10) years in district requirement may also elect to retire and receive such benefits and shall have until April 1, 1997 to notify the district.

Employees who are employed as school nurses may also apply for a retirement benefit of 100% of the difference between the employee's current salary and Step 2 of the nurses pay schedule provided they meet requirements for receiving IPERS benefits and meet the age requirements specified in the Master Contract. This provision for nurses applies to 1996-97 and succeeding years. Retirement benefits for part-time nurses will be pro-rated according to percentage of full time employment.

LETTER OF AGREEMENT 2003- (EVALUATIONS)

It is agreed between the Keokuk Education Association and the Keokuk Community School District that the mandated elements of the Beginning Teacher Comprehensive Evaluation, developed by the Iowa Department of Education, in conformity with the Teacher Quality legislation, shall supercede applicable language contained in Article XIX of the Master Contract Agreement. This agreement shall remain in effect until successive mandates present conflicting elements requiring additional change.

LETTER OF AGREEMENT 2004 - (EVALUATIONS)

It is further agreed, in compliance with the Teacher Quality Law, that a trial system for Career Development and Evaluation shall be implemented in the 2005-2006 school year to non-probationary teachers holding a standard license from the state of Iowa. This process of evaluation may be modified as necessitated by legislative action and as mutually agreed upon by both parties within the negotiations process. Evaluation is a mutually agreed upon topic for the 2005-2006 negotiations.

SCHEDULE IA
EMPLOYEE EVALUATION INSTRUMENT FOR THE IMPROVEMENT OF JOB PERFORMANCE

Observation and Purpose

All observations for the Improvement of Job Performance of an employee shall be conducted with the full knowledge of the employee, and solely for the purpose of evaluation toward the improvement of job performance.

Employee _____

Building _____

Date _____

Grade/Subject _____

Activity Observed _____

Time Spent _____

PRE-OBSERVATION NOTES:

OBSERVATION:

EVALUATION:

EVALUATOR'S SIGNATURE _____

EMPLOYEE SIGNATURE _____

DATE RECEIVED BY THE EMPLOYEE _____

DATE OF POST CONFERENCE _____

*Signature does not necessarily signify agreement with this evaluation, but merely indicates he/she has read the analysis, had an opportunity for discussion and understands that he/she has the privilege of providing his/her own reactions to the evaluation and/or to grieve such evaluation.

SCHEDULE IB
PERFORMANCE EVALUATION CRITERIA FOR TEACHERS

PERFORMANCE AREA 1: PRODUCTIVE TEACHING TECHNIQUES

CRITERION 1: USES EFFECTIVE PLANNING SKILLS.

Descriptors:

The teacher:

1. Selects annual goals.
2. Write instructional objectives that are related to annual goals.
3. Selects objectives at the correct level of difficulty.
4. Plans appropriate time allotments.
5. Selects a variety of teaching methods and procedures along with a variety of student activities to meet objectives.

CRITERION 2: USES EFFECTIVE LESSON DESIGN TO IMPLEMENT THE CURRICULUM.

Descriptors:

The teacher:

1. Reviews and previews; provides the structure for learning.
2. States instructional objectives.
3. Models activities congruent with topic being taught.
4. Checks for understanding.
5. Incorporates effective questioning techniques.
6. Utilizes lesson summary techniques.
7. Provides guided practice activities.
8. Provides independent practice when appropriate.

CRITERION 3: MOTIVATES STUDENTS.

Descriptors:

The teacher:

1. Communicates challenging scholastic expectations to students.
2. Responds positively to students.
3. Stimulates students by choosing proper materials and techniques.
4. Gives feedback to students.
5. Promotes active participation during the lessons.

CRITERION 4: COMMUNICATES EFFECTIVELY WITH STUDENTS.

Descriptors:

The teacher:

1. Uses a variety of verbal and nonverbal techniques.
2. Praises, elicits, and responds to student questions before proceeding.
3. Provides structuring comments that clarify the tasks and help the lesson proceed smoothly.

CRITERION 5: PROVIDES STUDENTS WITH SPECIFIC EVALUATIVE FEEDBACK.

Descriptors:

The teacher:

1. Gives written/symbolic comments, as well as points or scores.
2. Returns test results as quickly as possible.
3. Gives oral feedback when appropriate.

CRITERION 6: UTILIZES APPROPRIATE EVALUATION ACTIVITIES.

Descriptors:

The teacher:

1. Make methods of evaluation clear and purposeful.
2. Monitors student progress through a series of evaluation techniques.
3. Utilizes tests that reflect course content.

CRITERION 7: DISPLAYS A THOROUGH KNOWLEDGE OF CURRICULUM AND SUBJECT MATTER.

Descriptors:

The teacher:

1. Designates the purpose of the topic or activity.
2. Explains topics or activities in context.
3. Uses appropriate examples and illustrations.
4. Teaches accurate and up-to-date information as available.
5. Identifies essential skills for accomplishing the instructional objective(s) of the lesson.

CRITERION 8: SELECTS LEARNING CONTENT CONGRUENT WITH THE PRESCRIBED CURRICULUM.

Descriptors:

The teacher:

1. Develops lesson plans, which reflect the school organization's prescribed curriculum.
2. Utilizes course of study(ies)/ curriculum guide(s) which reflects the prescribed curriculum.
3. Coordinates learning content with instructional objective(s).
4. Allots instructional time as prescribed by District guidelines.

CRITERION 9: PROVIDES OPPORTUNITIES FOR INDIVIDUAL DIFFERENCES.

Descriptors:

The teacher:

1. Provides extra help and enrichment activities.
2. Presents subject matter that is appropriate for abilities and interests of the students.
3. Provides multi-modal instruction to accommodate a variety of learning styles.
4. Uses school staff to gain knowledge and understanding of students.
5. Demonstrates equitable treatment of all students.

CRITERION 10: ENSURES STUDENT TIME ON TASK.

Descriptors:

The teacher:

1. Begins class work promptly.
2. Reinforces students who are spending time on task.
3. Minimizes management time.
4. Minimizes transition time.

CRITERION 11: SETS HIGH EXPECTATIONS FOR STUDENT ACHIEVEMENT.

Descriptors:

The teacher:

1. Establishes expectations for students appropriate to their ability level.
2. Uses concrete, firsthand information about students.
3. Promotes personal goal setting.

PERFORMANCE AREA II: ORGANIZED, STRUCTURED CLASS MANAGEMENT

CRITERION 12: PLANS FOR AND MAKES EFFECTIVE USE OF TIME, MATERIALS, AND RESOURCES.

Descriptors:

The teacher:

1. Blends materials and resources smoothly into a lesson.
2. Identifies available resources to use.
3. Has materials, aids and facilities ready for use for classroom activities.

CRITERION 13: DEMONSTRATES EVIDENCE OF PERSONAL ORGANIZATION.

Descriptors:

The teacher:

1. Maintains classroom organization for efficient distribution of learning materials.
2. Incorporates into planning content from previous levels for reinforcement and anticipates content from future grade levels to insure continuity and sequence.
3. Shows evidence of adequate lesson preparation and organization of work with objectives clearly in mind.

CRITERION 14: SETS HIGH STANDARDS FOR STUDENT BEHAVIOR.

Descriptors:

The teacher:

1. Manages discipline problems in accordance with administrative regulations, school board policies, and legal requirement.
2. Establishes and clearly communicates parameters for student classroom behavior.
3. Manages disruptive behavior constructively as per District policy/procedures.
4. Demonstrates fairness and consistency in the handling of student problems.

SCHEDULE IC
PERFORMANCE EVALUATION CRITERIA FOR COUNSELORS

PERFORMANCE AREA I: PROVIDES A COMPREHENSIVE AND BALANCED GUIDANCE PROGRAM

CRITERION 1: USES EFFECTIVE PLANNING SKILLS.

Descriptors:

The counselor:

1. Assesses program needs and priorities.
2. Establishes program goals and objectives.
3. Develops program and activities.
4. Sets timelines for guidance goals/objectives/activities.
5. Operates from a program calendar.
6. Selects program activities that meet identified student needs that are consistent with building and District goals.
7. Maintains physical environment appropriate to the session conducted.
8. Has materials, aids, and facilities ready for use for various activities.
9. Maximizes use of time available for guidance and counseling.

CRITERION 2: INVOLVES STUDENTS IN PERSONALIZED EDUCATIONAL AND CAREER PLANNING.

Descriptors:

The counselor:

1. Helps student establish goals and use planning skills.
2. Knows students' abilities, achievements, interests, and goals.
3. Encourages parental input into student planning.
4. Makes appropriate recommendations.
5. Understands course offerings, scope and sequence, general curriculum outline as related to student counseling and scheduling.

CRITERION 3: PROVIDES APPROPRIATE TEST RESULT INTERPRETATION.

Descriptors:

The counselor:

1. Provides appropriate information to students, parents, and school staff in timely manner.
2. Assists appropriate persons in how to read and to use reports of interest.
3. Utilizes appraisal data in counseling and guidance.

CRITERION 4: MAINTAINS STUDENT RECORDS CONSISTENT WITH LEGAL GUIDELINES.

Descriptors:

The counselor:

1. Keeps organized, accurate, legal and appropriate records.
2. Interprets records to others as is consistent with legal guidelines.
3. Monitors overall record procedure.
4. Documents consultations, referrals, and other guidance and counseling events.

CRITERION 5: USES EFFECTIVE LESSON DESIGN TO IMPLEMENT GUIDANCE CURRICULUM.

Descriptors:

The counselor:

1. Reviews and previews; provides the structure for learning.
2. States instructional objectives.
3. Models activities congruent with topic being taught.
4. Checks for understanding.
5. Incorporates effective questioning techniques.
6. Utilizes lesson summary techniques.
7. Provides guided practice activities.
8. Provides independent practice when appropriate.

PERFORMANCE AREA II: IMPLEMENTS COUNSELING, CONSULTATION, AND REFERRAL SKILLS

CRITERION 6: IDENTIFIES PROBLEMS/ISSUES TO BE RESOLVED.

Descriptors:

The counselor:

1. Utilizes intake procedures to discern problems, issues.
2. Assists students to discern problems/issues.
3. Collaborates with counselee in problem definition.
4. Understands and articulates the basis for referral when appropriate.

CRITERION 7: ACTIVELY INVOLVES COUNSELEE IN COUNSELING.

Descriptors:

The counselor:

1. Results in students acting to solve problems.
2. Holds student-oriented sessions.
3. Allows students to speak freely about problems.
4. Assists students in goal setting.
5. Listens effectively.
6. Utilizes appropriate questioning techniques.
7. Initiates contacts between referral sources and individuals who have been referred.

CRITERION 8: USES COMMUNICATIONS SKILLS.

Descriptors:

The counselor:

1. Listens actively.
2. Builds rapport.
3. Maintains a supportive environment.
4. Uses both verbal and nonverbal communication behaviors appropriately.
5. Uses open-ended questions and prompts.
6. Reflects feelings of communication.
7. Uses interpretation skills.
8. Uses reinforcement techniques.
9. Uses "wait" time.
10. Uses appropriate written communications.

CRITERION 9: USES PROBLEM SOLVING SKILLS

Descriptors:

The counselor:

1. Diagnose problems accurately.
2. Prescribes appropriate remedies.
3. Approaches problems with impartiality.
4. Envisions consequences of various options.

CRITERION 10: USES DECISION-MAKING SKILLS

Descriptors:

The counselor:

1. Recognizes the need for a decision.
2. Explores alternative choices.
3. Predicts probable outcomes of each choice.
4. Makes a plan for decision implementation.

PERFORMANCE AREA III: ESTABLISHES PROFESSIONAL RELATIONSHIPS

CRITERION 11: ESTABLISHES PROFESSIONAL RELATIONSHIPS WITH STUDENTS.

Descriptors:

The counselor:

1. Acts as student advocate and liaison for students/faculty/administration.
2. Committed primarily to the student, yet keeps communications open with others.
3. Encourages students to assume responsibility for own behaviors, choices, and relationships.

CRITERION 12: ESTABLISHES PROFESSIONAL RELATIONSHIPS WITH STAFF.

Descriptors:

The counselor:

1. Demonstrates knowledge of the roles and responsibilities of staff.
2. Encourages teachers and administrators to adjust educational programs to individual needs of students.
3. Provides staff information on relevant guidance/counselor topics.

CRITERION 13: ESTABLISHES PROFESSIONAL RELATIONSHIPS WITH PARENTS.

Descriptors:

The counselor:

1. Demonstrates knowledge of the roles, circumstances and responsibilities of the parent.
2. Communicates with parents regarding students' progress and areas of difficulty and success.

CRITERION 14: ESTABLISHES PROFESSIONAL RELATIONSHIPS WITH COMMUNITY REFERRAL AGENCIES.

Descriptors:

The counselor:

1. Understands roles/responsibilities of community agency representatives.
2. Communicates with referral agency staff.

SCHEDULE ID
PERFORMANCE EVALUATION CRITERIA FOR MEDIA SPECIALIST

PERFORMANCE 1: PROVIDES A COMPREHENSIVE AND BALANCED MEDIA CENTER PROGRAM

CRITERION 1: USES EFFECTIVE PLANNING SKILLS.

Descriptors:

The Media Specialist:

1. Assesses program needs and priorities.
2. Establishes program goals and objectives.
3. Develops program and activities.
4. Selects program activities that meet identified student needs that are consistent with building and District goals.
5. Maintains physical environment appropriate to the media center.
6. Has materials, aids, and facilities ready for use for various activities.
7. Maximizes use of time available for media center services.
8. Coordinates the implementation of media research and information in the school.

CRITERION 2: USES EFFECTIVE LESSON DESIGN TO IMPLEMENT MEDIA CURRICULUM.

Descriptors:

The Media Specialist:

1. Reviews and previews; provides the structure for learning.
2. States instructional objectives.
3. Models activities congruent with topics being taught.
4. Checks for understanding.
5. Incorporates effective questioning techniques.
6. Utilizes lesson summary techniques.
7. Provides guided practice activities.
8. Provides independent practice when appropriate.

CRITERION 3: COMMUNICATES EFFECTIVELY WITH STUDENTS.

Descriptors:

The Media Specialist:

1. Uses a variety of verbal and nonverbal techniques.
2. Praises, elicits, and responds to student questions before proceeding.
3. Provides structuring comments that clarify the tasks and help the lesson proceed smoothly.

CRITERION 4: SETS HIGH STANDARDS FOR STUDENT BEHAVIOR.

Descriptors:

The Media Specialist:

1. Manages discipline problems in accordance with administrative regulations, school board policies, and legal requirements.
2. Establishes and clearly communicates parameters for student classroom behavior.
3. Manages disruptive behavior constructively.
4. Demonstrates fairness and consistency in the handling of student problems.

CRITERION 5: ESTABLISHES PROFESSIONAL RELATIONSHIPS WITH STAFF.

Descriptors:

The Media Specialist:

1. Demonstrates knowledge of the roles and responsibilities of staff.
2. Consults with staff to identify media and program needs.
3. Provides staff information and training on relevant media center topics.
4. Assists teachers in curriculum planning and developing units of instruction using media resources.
5. Understands departmental curriculum outlines as they relate to the media center.
6. Directs staff to available community resources.

CRITERION 6: ESTABLISHES PROFESSIONAL RELATIONSHIPS WITH STUDENTS.

Descriptors:

The Media Specialist:

1. Conducts annual student needs assessments.
2. Consults with students in the utilization of materials and equipment.
3. Provides students' information and training on relevant media center topics.
4. Directs students to available community resources.

CRITERION 7: DIRECTS MEDIA RESOURCES AND FACILITIES.

Descriptors:

The Media Specialist:

1. Prepares an annual media budget.
2. Coordinates maintenance and repair of media materials and equipment.
3. Inventories, classifies, or catalogs media materials and equipment.
4. Coordinates, organizes, and promotes the use of the media center facilities, materials, and equipment.
5. Submits an annual report.
6. Provides guidance in the use of materials and equipment.

CRITERION 8: EVALUATES AND SELECTS MEDIA MATERIALS.

Descriptors:

The Media Specialist:

1. Follows District policies and procedures for evaluating, selecting, and ordering materials and equipment.
2. Assesses the collection for addition, replacement, and duplication, or withdrawal.
3. Follows written procedures for dealing with challenged materials.

CRITERION 9: APPRAISES STUDENT MEDIA SKILLS.

Descriptors:

The Media Specialist:

1. Consults with staff.
2. Observes students as a group and consults with them individually.
3. Utilizes appropriate diagnostic tools to determine student media skill competencies.

CRITERION 10: APPRAISES EFFECTIVENESS OF MEDIA PROGRAM.

Descriptors:

The Media Specialist:

1. Assesses each lesson and/or unit in terms of student response to the techniques, activities, or materials.
2. Evaluates short-range achievement of objectives and long-range progress toward goals of the instructional program.
3. Works with staff and students to evaluate the total program's effectiveness.
4. Conducts periodic evaluation of specific aspects of the media program.
5. Evaluates new services.

CRITERION 11: COORDINATES MEDIA CENTER PERSONNEL AND MEDIA CENTER SERVICES.

Descriptors:

The Media Specialist:

1. Involves students and staff in the development of written procedures.
2. Coordinates media center staff and volunteers.
3. Participates in recruiting, training, supervising, and evaluating of clerks and volunteers working in the media center.
4. Establishes with staff the acquisition, processing, distribution, circulation, and inventory procedures of media materials and equipment.
5. Communicates procedures, services, and new materials.

SCHEDULE IE
PERFORMANCE EVALUATION CRITERIA FOR HOME/SCHOOL LIAISON

PERFORMANCE AREA 1: PROVIDES COORDINATION FOR THE DROP-OUT PREVENTION PROGRAM

CRITERION 1: USES EFFECTIVE PLANNING SKILLS.

Descriptors:

The Home/School Liaison:

1. Assesses program needs and priorities.
2. Selects program activities that meet identified student needs that are consistent with building and District goals.
3. Involves advisory committee in planning of activities.
4. Involves staff in decision making about student programs.
5. Works with principal and associate principal to facilitate program.

CRITERION 2: SELECTS STUDENTS TO BE SERVED BY HOME/SCHOOL LIAISON.

Descriptors:

The Home/School Liaison:

1. Establishes student selection criteria in coordination with the principal and associate principal.
2. Consults with counselors and teachers about students needing special help.
3. Provides information to staff about the program and the student selection process.

CRITERION 3: MAINTAINS STUDENT RECORDS CONSISTENT WITH LEGAL GUIDELINES.

Descriptors:

The Home/School Liaison:

1. Maintains a daily log of student contacts.
2. Compiles quarterly reports of attendance and grades for assigned students.
3. Provides an annual report of contacts.
4. Maintains a folder charting students' educational and vocational plans.

PERFORMANCE AREA II: IMPLEMENTS PROBLEM SOLVING AND MEDIATION SKILLS

CRITERION 4: IDENTIFIES PROBLEMS/ISSUES TO BE RESOLVED.

Descriptors:

The Home/School Liaison:

1. Utilizes intake procedures to discern problems, issues.
2. Assists students to discern problems/issues.
3. Collaborates with student in problem definition.
4. Utilizes conflict resolution skills with students and staff.

CRITERION 5: ACTIVELY INVOLVES STUDENTS IN PROBLEM SOLVING.

Descriptors:

The Home/School Liaison:

1. Results in students' acting to solve problems.
2. Holds student-oriented sessions.
3. Allows students to speak freely about problems.
4. Assists students in goal setting.
5. Listens effectively.
6. Utilizes appropriate questioning techniques.

CRITERION 6: USES COMMUNICATIONS SKILLS.

Descriptors:

The Home/School Liaison:

1. Listens actively.
2. Builds rapport.
3. Maintains a supportive environment.
4. Uses both verbal and nonverbal communications behaviors appropriately.

5. Uses open-ended questions and prompts.
6. Uses interpretation skills.
7. Uses reinforcement techniques.
8. Uses wait time.
9. Uses appropriate written communications.

CRITERION 7: USES PROBLEM SOLVING SKILLS.

Descriptors:

The Home/School Liaison:

1. Diagnoses problems accurately.
2. Prescribes appropriate remedies.
3. Approaches problems with impartiality.
4. Envisions consequences of various options.
5. Communicates resolution to appropriate staff.

CRITERION 8: USES DECISION-MAKING SKILLS.

Descriptors:

The Home/School Liaison:

1. Recognizes the need for a decision.
2. Explores alternative choices.
3. Predicts probable outcomes of each choice.
4. Makes a plan for decision implementation.

PERFORMANCE AREA III: ESTABLISHES PROFESSIONAL RELATIONSHIPS

CRITERION 9: ESTABLISHES PROFESSIONAL RELATIONSHIPS WITH STUDENTS.

Descriptors:

The Home/School Liaison:

1. Acts as student advocate and liaison for students/faculty/administration/parents with particular attention paid to the at-risk student.
2. Committed primarily to the student, yet keeps communications open with others.
3. Encourages students to assume responsibility for own behaviors, choices, and relationships.
4. Helps student develop problem-resolving skills.

CRITERION 10: ESTABLISHES PROFESSIONAL RELATIONSHIPS WITH STAFF.

Descriptors:

The Home/School Liaison:

1. Demonstrates knowledge of the roles and responsibilities of staff.
2. Encourages teachers and administrators to adjust educational programs to individual needs of students.
3. Provides staff information on relevant at-risk student topics.

CRITERION 11: ESTABLISHES PROFESSIONAL RELATIONSHIPS WITH PARENTS.

Descriptors:

The Home/School Liaison:

1. Demonstrates knowledge of the roles, circumstances and responsibilities of the parent.
2. Communicates with parents regarding students' progress and areas of difficulty and success.

CRITERION 12: ESTABLISHES PROFESSIONAL RELATIONSHIPS WITH COMMUNITY REFERRAL AGENCIES.

Descriptors:

The Home/School Liaison:

1. Understands roles/responsibilities of community agency representatives.
2. Communicates with referral agency staff on at-risk students.

SCHEDULE IF
PERFORMANCE EVALUATION CRITERIA FOR NURSES

CRITERION 1: USES EFFECTIVE PLANNING SKILLS.

Descriptors:

The nurse:

1. Assesses program needs and priorities.
2. Establishes program goals and objectives.
3. Selects program activities that meet identified student needs that are consistent with building and District goals.

CRITERION 2: MAINTAINS STUDENT HEALTH RECORDS CONSISTENT WITH LEGAL GUIDELINES.

Descriptors:

The nurse:

1. Keeps organized, accurate, legal, and appropriate health records.
2. Interprets health records to others as is consistent with legal guidelines.
3. Documents consultations, referrals and health events.

CRITERION 3: IDENTIFIES PROBLEMS/ISSUES TO BE RESOLVED.

Descriptors:

The nurse:

1. Utilizes intake procedures to discern problems/issues.
2. Assists students to discern problems/issues.
3. Understands and articulates the basis for referrals when appropriate.

CRITERION 4: USES COMMUNICATION SKILLS.

Descriptors:

The nurse:

1. Listens actively.
2. Builds rapport.
3. Maintains a supportive environment.

CRITERION 5: ESTABLISHES PROFESSIONAL RELATIONSHIPS WITH STUDENTS.

Descriptors:

The nurse:

1. Encourages students to assume responsibility for own behaviors, choices, and health.
2. Provides opportunities for developing self-evaluation skills which aid student in setting realistic goals and understanding self.
3. Helps students explore alternate approaches to health care needs.

CRITERION 6: ESTABLISHES PROFESSIONAL RELATIONSHIPS WITH STAFF.

Descriptors:

The nurse:

1. Demonstrates knowledge of the roles and responsibilities of staff.
2. Assists the staff in health screens of students prior to staffings.
3. Informs appropriate staff of screening programs and scheduling, status of immunization level of students, and communicable disease trends in the student population.
4. Interprets recommendations for treatment and remediation to appropriate staff.

CRITERION 7: ESTABLISHES PROFESSIONAL RELATIONSHIPS WITH PARENTS.

Descriptors:

The nurse:

1. Demonstrates knowledge of the roles, circumstances and responsibilities of the parents.
2. Communicates with parents regarding students' health needs.
3. Helps parents explore alternative approaches to meeting health care needs.

CRITERION 8: ESTABLISHES PROFESSIONAL RELATIONSHIPS WITH COMMUNITY REFERRAL AGENCIES.

Descriptors:

The nurse:

1. Understands roles/responsibilities of community agency representatives.
2. Communicates with referral agency staff.

CRITERION 9: USES NURSING SKILLS.

Descriptors:

The nurse:

1. Imparts health information to students, staff, and parents.
2. Provides health care to students.
3. Maintains appropriate physical environment.
4. Has materials, aids, and facilities ready for nursing services.
5. Maximizes use of time available for nursing services.
6. Uses current assessment techniques to accurately evaluate a student's health problem.
7. Plans and coordinates programs which influence the child's health (i.e., vision, dental, hearing, scoliosis, blood pressure, height and weight, and tuberculin screening).
8. Monitors the health aspect of the students' educational program.

SCHEDULE IG
PERFORMANCE EVALUATION CRITERIA FOR ACTIVITY SPONSOR*

PERFORMANCE AREA I: PROVIDES A COMPREHENSIVE AND BALANCED ACTIVITY PROGRAM

CRITERION 1: USES EFFECTIVE PLANNING SKILLS.

Descriptors:

The Activity Sponsor:

1. Assesses program needs and priorities.
2. Establishes program goals and objectives consistent with building and District goals.
3. Develops program and activities.
4. Sets timelines for activity goals and objectives.
5. Operates from a program calendar.

CRITERION 2: MAINTAINS ACTIVITY RECORDS CONSISTENT WITH DISTRICT GUIDELINES.

Descriptors:

The Activity Sponsor:

1. Keeps organized accurate, legal, and appropriate records.
2. Maintains group and individual statistics.
3. Maintains equipment/materials inventories.

CRITERION 3: USES EFFECTIVE INSTRUCTIONAL TECHNIQUES.

Descriptors:

The Activity Sponsor:

1. Reviews and previews; provides the structure for learning.
2. States activity objectives.
3. Models activities congruent with topic being taught.
4. Incorporates effective questioning techniques.
5. Utilizes summary techniques.
6. Provides guided practice activities.
7. Provides independent practice when appropriate.
8. Checks for understanding.

CRITERION 4: MOTIVATES STUDENTS.

Descriptors:

The Activity Sponsor:

1. Communicates challenging expectations for students.
2. Responds positively to students.
3. Stimulates students by choosing proper materials and techniques.
4. Gives feedback to students.
5. Promotes active participation during practice.

CRITERION 5: COMMUNICATES EFFECTIVELY WITH STUDENTS.

Descriptors:

The Activity Sponsor:

1. Uses a variety of verbal and nonverbal techniques.
2. Praises, elicits, and responds to student questions before proceeding.
3. Provides structuring comments that clarify the tasks and help the activity proceed smoothly.

CRITERION 6: PROVIDES STUDENTS WITH SPECIFIC EVALUATIVE FEEDBACK.

Descriptors:

The Activity Sponsor:

1. Gives written/symbolic feedback when appropriate.
2. Gives oral feedback when appropriate.
3. Establishes criteria for honors, letters or awards.

CRITERION 7: DISPLAYS A THOROUGH KNOWLEDGE OF SPORT/ACTIVITY AND RULES.

Descriptors:

The Activity Sponsor:

1. Designates the purpose of the topic, rule, or skill.
2. Uses appropriate examples and illustrations.
3. Teaches accurate and up-to-date information as available.
4. Identifies essential skills for accomplishing objective(s) of the activity and/or for developing physical conditioning.

PERFORMANCE AREA II: ORGANIZED, STRUCTURED ACTIVITY MANAGEMENT

CRITERION 8: PLANS FOR AND MAKES EFFECTIVE USE OF TIME, MATERIALS, AND RESOURCES.

Descriptors:

The Activity Sponsor:

1. Identifies available resources to use.
2. Has materials, aids, equipment, and facilities ready for use for program activities.

CRITERION 9: SETS HIGH STANDARDS FOR STUDENT BEHAVIOR.

Descriptors:

The Activity Sponsor:

1. Supervises students in accordance with administrative regulations, eligibility standards, school board policies, and legal requirements.
3. Establishes and clearly communicates parameters for student behavior.
4. Manages disruptive behavior constructively as per policies/procedures.
5. Demonstrates fairness and consistency in the handling of student problems.

CRITERION 10: COMMUNICATES EFFECTIVELY WITH PUBLIC.

Descriptors:

The Activity Sponsor:

1. Maintains channel of communication with Booster Club.
2. Informs media of information related to the activity.
3. Communicates with other activity sponsors and the Activities Director.

*The activity sponsor performance evaluation criteria shall apply only to athletic coaches, speech and drama coaches, and Little Feathers and cheerleading sponsors.

**SCHEDULE II
GRIEVANCE REPORT**

(Date Filed)

KEOKUK COMMUNITY SCHOOL DISTRICT

BUILDING _____

(Name of Aggrieved Person)

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

D. Statement of Grievance _____

E. Relief Sought _____

(Signature) (Date)

E. Disposition by Principal or Immediate

Supervisor _____

(Signature) (Date)

(If additional space is needed, attach additional sheet(s). Distribution of form: 1) Association, 2) Employee 3) Appropriate Supervisor 4) Superintendent or his/her designee).

LEVEL III

A. _____
(Signature of Aggrieved Person) (Date Received by the
District's Representative)

B. Disposition by the District's Representative

(Signature of the District's Representative) (Date)

LEVEL IV

A. _____
(Signature of Aggrieved Person) (Signature of Association President)

(Date Submitted to Arbitration) (Date Received by Arbitrator)

C. Disposition and Award of Arbitrator _____

(Signature of Arbitrator) Date of Decision

(If additional space is needed, attach additional sheet(s))

**SCHEDULE II
KEOKUK COMMUNITY SCHOOL DISTRICT COPY
DUES DEDUCTION AUTHORIZATION
KEOKUK EDUCATION ASSOCIATION**

I, _____, do here by authorize the Keokuk Community School District to deduct \$ _____, my dues to the Keokuk Education Association. Such deductions shall be made at the rate of \$ _____ from my regular check each month for six (6) months beginning in October and ending in March of each year. If my employment with the Keokuk Community School District is terminated for any reason, the remaining amount due the KEA will be deducted from my final check.

(Signature)

(Date)

**SCHEDULE II
KEOKUK EDUCATION ASSOCIATION COPY
DUES DEDUCTION AUTHORIZATION
KEOKUK EDUCATION ASSOCIATION**

I, _____, do here by authorize the Keokuk Community School District to deduct \$ _____, my dues to the Keokuk Education Association. Such deductions shall be made at the rate of \$ _____ from my regular check each month for six (6) months beginning in October and ending in March of each year. If my employment with the Keokuk Community School District is terminated for any reason, the remaining amount due the KEA will be deducted from my final check.

(Signature)

(Date)

**SCHEDULE IV - SUPPLEMENTAL PAY
SECTION A - JOB CLASSIFICATIONS**

INDEX	CLASS I Separate Contract hours beyond workday may require Saturday work; State competition may require Sunday work.	CLASS II Regular contract hours beyond workday may require Saturday work.	CLASS III Regular contract hours beyond work day.	CLASS IV Regular contract within workday within the work week.
0.160	HS Var. Head Football & Program Coord. HS Var. Head Basketball & Program Coord. HS Var. Head. Wrestling & Program Coord.	HS Band/K-12 & Program Coord.		
0.140	HS Var. Head Track & Program Coord.			
0.120	HS Var. Head Summer Baseball HS Var. Head Summer Softball HS Var. Volleyball & Program Coord. H.S. Var. Soccer & Program Coord.	HS Vocal Music & Program Coord.		
0.100	HS Varsity Football Assistant HS Varsity Basketball Assistant HS Varsity Wrestling Assistant			
0.095	HS Sophomore Football HS Sophomore Basketball			
0.090	HS Varsity Summer Baseball Assistant HS Varsity Summer Softball Assistant	K-12 Band		
0.085	HS Varsity Head Swimming HS Sophomore Football Assistant HS Sophomore Basketball Assistant HS Varsity Track Assistant		HS Yearbook Sponsor HS Newspaper	Detention Study Hall Learning Center Head Teacher
0.080	HS Cross Country	Little Feather Co-Director		
0.075	HS Freshman Football HS Freshman Basketball HS Freshman Wrestling HS Freshman Track HS Volleyball Assistant HS Varsity Tennis H.S. Varsity Soccer Asst.			Elementary Lead Teacher HS AV Director Department Head
0.070	HS Freshman Football Asst. HS Freshman Basketball Assistant HS Freshman Wrestling Assistant 8th Football HS Varsity Golf			Staff Development Leader
0.065		HS Speech Head (Contest)		
0.060	8th Football Assistant 7th & 8th Head Track MS Volleyball HS Cross Country Assistant	HS Drama Head (Contest)		MS AV Director

INDEX	CLASS I	CLASS II	CLASS III	CLASS IV
	Separate Contract hours beyond workday may require Saturday work; State competition may require Sunday work.	Regular contract hours beyond workday may require Saturday work.	Regular contract hours beyond work day.	Regular contract within workday within the work week.
0.050	MS Volleyball Assistant	Special Athletics HS Student Council	MS Vocal Music MS Intramural Director	
0.045	7th Wrestling 8th Wrestling 7th Basketball 8th Basketball			Lunchroom Duty Assistant Hd. Learning Ctr. Tchr.
0.040	MS Track Assistant 7th Basketball Assistant 8th Basketball Assistant 7th Wrestling Assistant 8th Wrestling Assistant	MS Cheerleading Sponsor HS Academic Decathlon HS Cheerleading Sponsor (per sport) HS Athletic Trainer (per season) Junior Class Sponsor MS Quest HS Speech Assistant	HS Weight Program (Yr. or Summer) HS National Honor Society	
0.035		HS Drama Head (Fall) HS Drama Head (Spring) HS Drama Head (Contest) K-Club	MS Speech	HS Feature Stories Elementary Patrol Supervisor Mechanical Repair (IA, AV. Comp.)
0.030		HS Creative Writing MS Math Club MS Industrial Arts Club MS Memory Book	HS Class Sponsor (Sr./ Soph./, Sr.) MS Newspaper HS Science Activities MS Student Council MS Science Club HS Modern Language Club HS FHA Club HS SADD Sponsor	Locker Clerk
0.025		HS Drama Assistant (Fall) HS Drama Assistant (Spring)		
0.020		MS Concessions HS Supervision (8 activities)* MS Supervision (8 activities)* HS Inters. Bowling	MS AV Club Sponsor MS Stage HS Intramurals (Fall)	Bus Loading Supervisor NCA Chairperson
0.015	HS Athletic Scout (per sport - 6 trips)		Intramural Assistant MS Drama MS Creative Writing Club MS Spelling Bee	New employee in-service
0.010			In-service Staff Development (Ph. III)	

*H.S. and M.S. Supervisions are a maximum of three (3) hours in duration Effective July 1, 2003, the district and the KEA agree to add one (1) H.S Supervision (8 activities) position.

**SCHEDULE IV - SUPPLEMENTAL PAY
SECTION B - WORK DAYS FOR CLASS I JOBS**

CLASS I JOBS	WORK DAYS	CLASS I JOBS	WORK DAYS
Baseball, HS V Head	77	Golf, HS V Boys	65
Baseball, HS V Asst.	77	Golf, HS V Girls	73
Bktball, HS V Boys Head	119	Gym HS/MS Varsity	118
Bktball, HS V Boys Asst.	119	Softball, HS V Head	80
Bktball, HS V Girls Head	125	Softball, HS V Asst.	80
Bktball, HS V Girls Asst.	125	Swimming HS V Head	77
Bktball, Sophomore Boys	119	Tennis, HS V Boys	65
Bktball, Soph. Boys Asst.	119	Tennis, HS V Girls	75
Bktball, Sophomore Girls	119	Track, HS V Boys Hd.	97
Bktball, Soph. Girls Asst.	119	Track, HS V Boys Asst	97
Bktball, Freshman Boys	88	Track, HS V Girls Hd.	111
Bktball, Fresh. Boys Asst.	88	Track, HS V Girls Asst.	111
Bktball, Freshman Girls	100	Track, 7th & 8th Head	40
Bktball, Fresh Girls Asst.	100	Track, 7th & 8th Asst.	40
Bktball, 8th	57	Volleyball, HS V. Head	71
Bktball, 8th Asst.	57	Volleyball, HS V Asst.	71
Bktball, 7th	54	Volleyball, 8th	48
Bktball, 7th Asst.	54	Volleyball, 8th Asst.	48
Cross Country, HS	71	Volleyball, 7th	48
Cross Country, HS Asst.	71	Volleyball, 7th Asst.	48
Football HS Varsity Head	82	Wrestling, HS V Head	101
Football HS Varsity Asst.	82	Wrestling, HS V Asst.	101
Football, Sophomore	82	Wrestling, Freshman	101
Football, Sophomore Asst.	82	Wrestling, Fresh Asst.	101
Football, Freshman	70	Wrestling, 8th	55
Football, Freshman Asst.	70	Wrestling, 8th Asst.	55
Football, 8th	51	Wrestling, 7th	58
Football, 8th Asst.	51	Wrestling, 7th Asst.	58
Soccer, HS Varsity Head	65		
Soccer, HS Varsity Asst.	65		

SCHEDULE V
KCSD SALARY SCHEDULE - 2005-2006

STEP	NURSES	BA	BA+15	MA	MA+15	MA+30
16						\$53,235 1.95
15						\$51,870 1.9
14				\$47,775 1.75	\$49,140 1.8	\$50,505 1.85
13				\$46,410 1.7	\$47,775 1.75	\$49,140 1.8
12		\$39,312 1.44	\$40,677 1.49	\$45,045 1.65	\$46,410 1.7	\$47,775 1.75
11	\$27,300 1	\$38,220 1.4	\$39,585 1.45	\$43,680 1.6	\$45,045 1.65	\$46,410 1.7
10	\$26,754 0.98	\$37,128 1.36	\$38,493 1.41	\$42,315 1.55	\$43,680 1.6	\$45,045 1.65
9	\$26,208 0.96	\$36,036 1.32	\$37,401 1.37	\$40,950 1.5	\$42,315 1.55	\$43,680 1.6
8	\$25,662 0.94	\$34,944 1.28	\$36,309 1.33	\$39,585 1.45	\$40,950 1.5	\$42,315 1.55
7	\$25,116 0.92	\$33,852 1.24	\$35,217 1.29	\$38,220 1.4	\$39,585 1.45	\$40,950 1.5
6	\$24,570 0.9	\$32,760 1.2	\$34,125 1.25	\$36,855 1.35	\$38,220 1.4	\$39,585 1.45
5	\$24,024 0.88	\$31,668 1.16	\$33,033 1.21	\$35,490 1.3	\$36,855 1.35	\$38,220 1.4
4	\$23,478 0.86	\$30,576 1.12	\$31,941 1.17	\$34,125 1.25	\$35,490 1.3	\$36,855 1.35
3	\$22,932 0.84	\$29,484 1.08	\$30,849 1.13	\$32,760 1.2	\$34,125 1.25	\$35,490 1.3
2	\$22,386 0.82	\$28,392 1.04	\$29,757 1.09	\$31,395 1.15	\$32,760 1.2	\$34,125 1.25
1	\$21,840 0.8	\$27,300 1	\$28,665 1.05	\$30,030 1.1	\$31,395 1.15	\$32,760 1.2

Career Inc. \$27,300
 \$1,638

Page of ____ of ____

I: DIAGNOSIS

Diagnosed By Whom? _____

III: APPRAISAL METHOD AND TARGET DATE FOR ACHIEVEMENT:

Target Date: _____

(If additional space is needed, attach additional sheets).

Absence Notification
 Absences Without Pay
 Academic Freedom
 Access to Information
 Appeal Rights
 Arbitration Costs-Grievance
 Assault of an Employee
 Assignment of Employees
 Association Identification

 Bargaining Unit
 Board Agenda
 Bomb Threats
 Break Time

 Career Increment
 Check-Final
 Check-Summer
 Checks-Phase III
 Citizenship
 Class I Coaching Contracts
 Classroom Control
 Closed Meetings
 Communications
 Compliance Clause
 Continuous Teaching

 Definitions-Board/Employee/Association
 Disciplinary Procedure
 Discipline Procedures
 Dues Deduction
 Dues Deduction Authorization Form
 Duration

 Early Retirement Incentive
 Employee Eval. For Termination
 Employee Input
 Employee Rights
 Escalator Clause
 Evaluation Conference and Copy
 Evaluation-Employee Responses
 Evaluation -Length
 Evaluation-Observation
 Evaluation-Pre-Observation Conference
 Evaluation-Remediation
 Evaluation-Representation
 Evaluation-Unassigned Employees
 Evaluation-Criteria-Activity Sponsor
 Evaluation-Criteria-Counselor
 Evaluation-Criteria-Drop-out Program
 Evaluation-Criteria-Library Media Specialist
 Evaluation-Criteria-Nurses
 Evaluation-Criteria-Teacher
 Evaluation-Criteria-Descriptors
 Evaluation for Termination-Evaluators
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 Evaluation for Term.-Formal Procedure
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